

## EXHIBIT 1

Date Filed	State Filed	Alternate BU	Legal Entity Name	Lease Number	Tenant Number	Store Number	GL Date	Bill Code	Name - Remark	Date Range Billed	Gross Amount	Total Amt Due	Pre-Petition Charges thru 4/22/2023	Post-Petition Charges 4/23/2023-current
4/23/2023	NJ	166001 - Arapahoe Crossings	ERP Mingo Marketplace, LLC	1660071	875373 - Buy Buy Baby	1161	6/10/2022	RCAM	RCAM/RINS 1/1/2021-12/31/2021	1/1/22 - 12/31/22	(7,583.53)	(7,583.53)	(7,583.53)	
4/23/2023	NJ	166001 - Arapahoe Crossings	ERP Mingo Marketplace, LLC	1660071	875373 - Buy Buy Baby	1161	6/10/2022	RINS	RCAM/RINS 1/1/2021-12/31/2021	1/1/22 - 12/31/22	6,025.14	6,025.14	6,025.14	
4/23/2023	NJ	166001 - Arapahoe Crossings	ERP Mingo Marketplace, LLC	1660071	875373 - Buy Buy Baby	1161	7/1/2022	AMR	Annual Minimum Rent	07/01/22 - 07/31/22	23,250.36	2,741.38	2,741.38	
4/23/2023	NJ	166001 - Arapahoe Crossings	ERP Mingo Marketplace, LLC	1660071	875373 - Buy Buy Baby	1161	2/2/2023	RINS	RCAM/RINS 1/1/22 - 12/31/22	02/01/23 - 02/28/23	6,338.82	6,338.82	6,338.82	
4/23/2023	NJ	166001 - Arapahoe Crossings	ERP Mingo Marketplace, LLC	1660071	875373 - Buy Buy Baby	1161	4/1/2023	AMR	Annual Minimum Rent	04/01/23 - 04/30/23	23,250.36	17,050.26	17,050.26	(0.00)
4/23/2023	NJ	166001 - Arapahoe Crossings	ERP Mingo Marketplace, LLC	1660071	875373 - Buy Buy Baby	1161	4/1/2023	CAM	CAM (Escrow / Deposit)	04/01/23 - 04/30/23	3,155.21	2,313.82	2,313.82	(0.00)
4/23/2023	NJ	166001 - Arapahoe Crossings	ERP Mingo Marketplace, LLC	1660071	875373 - Buy Buy Baby	1161	4/12/2023	LATE	Generated Fee or Interest	04/01/23 - 04/30/23	1,320.28	1,320.28	1,320.28	
4/23/2023	NJ	166001 - Arapahoe Crossings	ERP Mingo Marketplace, LLC	1660071	875373 - Buy Buy Baby	1161	6/26/2023	RRET	2022 Tax Reconciliation	1/1/22 - 12/31/22	90,685.91	90,685.91		90,685.91
<b>Totals</b>											<b>146,442.55</b>	<b>118,892.08</b>	<b>28,206.17</b>	<b>90,685.91</b>

## EXHIBIT 2

Date Filed	State Filed	Alternate BU	Legal Entity Name	Lease Number	Tenant Number	Store Number	GL Date	Bill Code	Name - Remark	Date Range Billed	Gross Amount	Total Amt Due	Pre-Petition Charges thru 4/22/2023	Post-Petition Charges 4/23/2023-current
4/23/2023	NJ	185601 - Delco Plaza	Brixmor/IA Delco Plaza, LLC	1856010	875372 - Bed Bath & Beyond	49	3/10/2023	RRET	RRET 01/01/22-12/31/22	01/01/2022 - 12/31/2022	41,249.92	41,249.92	41,249.92	
4/23/2023	NJ	185601 - Delco Plaza	Brixmor/IA Delco Plaza, LLC	1856010	875372 - Bed Bath & Beyond	49	4/24/2023	RCAM	RCAM/RINS 1/1/2022-12/31/22	01/01/2022 - 12/31/2022	45,776.85	45,776.85		45,776.85
4/23/2023	NJ	185601 - Delco Plaza	Brixmor/IA Delco Plaza, LLC	1856010	875372 - Bed Bath & Beyond	49	4/24/2023	RINS	RCAM/RINS 1/1/2022-12/31/22	01/01/2022 - 12/31/2022	11,790.58	11,790.58		11,790.58
<b>Totals</b>											<b>98,817.35</b>	<b>98,817.35</b>	<b>41,249.92</b>	<b>57,567.43</b>

### EXHIBIT 3

Date Filed	State Filed	Alternate BU	Legal Entity Name	Lease Number	Tenant Number	Store Number	GL Date	Bill Code	Name - Remark	Date Range Billed	Gross Amount	Total Amt Due	Pre-Petition Charges thru 4/22/2023	Post-Petition Charges 4/23/2023-current
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	12/8/2022	UG	UG 10/01/22-10/31/22	10/01/2022 - 10/31/2022	151.98	151.98	151.98	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	2/8/2023	UG	UG 12/01/22-12/31/22	12/01/2022 - 12/31/2022	1,130.72	1,130.72	1,130.72	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	2/15/2023	DUP	ACH-DUP UG 11/01/22-11/30/22		(818.04)	(818.04)	(818.04)	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	3/3/2023	UG	UG 01/01/23-01/31/23	01/01/2023 - 01/31/2023	953.86	953.86	953.86	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	3/3/2023	UW	UW 12/31/22-01/31/23	12/1/2022 - 01/31/2023	68.70	68.70	68.70	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	3/10/2023	DUP	ACH-DUP UW 10/31/22-11/30/22		(30,778.11)	(49.71)	(49.71)	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	4/1/2023	AMR	Annual Minimum Rent	04/01/2023 - 04/30/2023	27,497.16	20,164.58	20,164.58	(0.00)
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	4/1/2023	CAM	CAM (Escrow / Deposit)	04/01/2023 - 04/30/2023	2,618.78	1,920.44	1,920.44	0.00
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	4/1/2023	INS	Insurance	04/01/2023 - 04/30/2023	612.46	449.14	449.14	0.00
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	4/3/2023	RCAM	RCAM/RINS 1/1/2022-12/31/2022	01/01/2022 - 12/31/2022	315.32	315.32	315.32	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	4/3/2023	RINS	RCAM/RINS 1/1/2022-12/31/2022	01/01/2022 - 12/31/2022	(182.56)	(182.56)	(182.56)	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	4/6/2023	UG	GAS 02/01/23-02/28/23	02/01/2023 - 02/28/2023	674.49	674.49	674.49	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	4/6/2023	UW	Water 01/31/23-02/28/23	01/31/2023 - 02/28/2023	44.59	44.59	44.59	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	4/12/2023	LATE	Generated Fee or Interest	04/01/2023 - 04/30/2023	1,536.42	1,536.42	1,536.42	
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	5/3/2023	UG	UG 03/01/23-03/31/23	03/01/2023 - 03/31/2023	402.66	402.66		402.66
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	5/3/2023	UW	UW 02/28/23-03/20/23	02/28/2023 - 03/20/2023	42.65	42.65		42.65
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	6/7/2023	UG	UG 04/01/23-05/11/23	04/01/23-05/11/23	187.52	187.52		187.52
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	6/7/2023	UW	UW 03/20/23-04/18/23	03/20/23-04/18/23	50.32	50.32		50.32
4/23/2023	NJ	518201 - Westminster City Center	Brixmor GA Westminster LLC	5182050	875372 - Bed Bath & Beyond	3138	6/16/2023	RRET	RRET 01/01/22-12/31/22	1/01/22-12/31/22	54,387.71	54,387.71		54,387.71
<b>Totals</b>											<b>58,896.63</b>	<b>81,430.79</b>	<b>26,359.93</b>	<b>55,070.86</b>

## EXHIBIT 4

Date Filed	State Filed	Alternate BU	Legal Entity Name	Lease Number	Tenant Number	Store Number	GL Date	Bill Code	Name - Remark	Date Range Billed	Gross Amount	Total Amt Due	Pre-Petition Charges thru 4/22/2023	Post-Petition Charges 4/23/2023-current
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	3/26/2021	UW	3rd Qtr 2020 Sewer/Water Rec	03/01/21 - 03/31/21	432.39	432.39	432.39	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	3/30/2021	UW	Q4 2020 Water Reconciliation	03/01/21 - 03/31/21	1,168.55	1,168.55	1,168.55	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	6/21/2021	UW	1st Qtr 2021 Sewer/Water Rec	06/01/21 - 06/30/21	505.21	505.21	505.21	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	9/24/2021	UW	2nd Qtr 2021 Sewer/Water Rec	09/01/21 - 09/30/21	538.09	538.09	538.09	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	12/23/2021	UW	Q3 2021 Water Reconciliation	12/01/21 - 12/31/21	736.51	736.51	736.51	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	12/27/2021	UW	Q4 2021 Water Reconciliation	12/01/21 - 12/31/21	330.92	330.92	330.92	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	3/28/2022	UW	1st Qtr 2022 Sewer/Water Rec	03/01/22 - 03/31/22	647.07	647.07	647.07	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	6/21/2022	UW	2nd Qtr 2022 Sewer/Water Rec	06/01/22 - 06/30/22	525.86	525.86	525.86	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	10/27/2022	UW	3rd Qtr 2022 Sewer/Water Rec	10/01/22 - 10/31/22	457.98	457.98	457.98	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	11/3/2022	RRET	RRET 1/1/21-12/31/21	01/01/21 - 12/31/21	38,552.19	16,245.71	16,245.71	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	12/20/2022	METR	TBB-9065 - Resource Energy Sys	12/01/22 - 12/31/22	2,702.26	2,702.26	2,702.26	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	12/22/2022	UW	4th Qtr 2022 Sewer/Waer Rec	12/01/22 - 12/31/22	390.51	390.51	390.51	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	3/20/2023	UW	UW 11/18/22-12/21/22	11/18/22 - 12/21/22	134.32	134.32	134.32	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	3/20/2023	UW	UW 12/22/22-01/31/23	12/22/22 - 01/31/23	88.31	88.31	88.31	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	3/23/2023	RRET	RV RRET 1/1/21-12/31/21 Adj	01/01/21 - 12/31/21	22,306.48	22,306.48	22,306.48	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	4/6/2023	UW	UW 01/31/23-02/22/23	01/31/23 - 02/22/23	54.71	54.71	54.71	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143075	875372 - Bed Bath & Beyond	3064	5/22/2023	UW	UW 02/22/23-03/23/23	02/22/23 - 03/23/23	69.83	69.83		69.83
<b>Totals</b>											<b>69,641.19</b>	<b>47,334.71</b>	<b>47,264.88</b>	<b>69.83</b>

## EXHIBIT 5

Date Filed	State Filed	Alternate BU	Legal Entity Name	Lease Number	Tenant Number	Store Number	GL Date	Bill Code	Name - Remark	Date Range Billed	Gross Amount	Total Amt Due	Pre-Petition Charges thru 4/22/2023	Post-Petition Charges 4/23/2023-current
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	12/1/2022	DTT	ACH - WTR EML FOR APPL		(23,781.98)	(1,298.86)	(1,298.86)	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	2/1/2023	RETX	Real Estate Tax (Escrow)	02/01/23 - 02/28/23	2,978.85	2,978.85	2,978.85	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	3/1/2023	RETX	Real Estate Tax (Escrow)	03/01/23 - 03/31/23	2,978.85	2,978.85	2,978.85	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	3/9/2023	DTT	ACH - INS ADJ JAN 2023		(23,778.28)	(431.72)	(431.72)	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	3/20/2023	UW	UW 11/18/22-12/21/22	11/18/22 - 12/21/22	134.32	134.32	134.32	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	3/20/2023	UW	UW 12/22/22-01/31/23	12/22/22 - 01/31/23	215.62	215.62	215.62	
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	4/1/2023	AMR	Annual Minimum Rent	04/01/23 - 04/30/23	20,994.42	15,395.91	15,395.91	-
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	4/1/2023	CAM	CAM (Escrow / Deposit)	04/01/23 - 04/30/23	1,488.70	1,091.71	1,091.71	-
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	4/1/2023	INS	Insurance	04/01/23 - 04/30/23	431.72	316.59	316.59	-
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	4/1/2023	RETX	Real Estate Tax (Escrow)	04/01/23 - 04/30/23	2,978.85	2,978.85	2,184.49	794.36
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	5/1/2023	RETX	Real Estate Tax (Escrow)	5/1/23-5/31/23	2,978.85	2,978.85		2,978.85
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	5/2/2023	RETX	2022 rcam/rins	1/1/22-12/31/22	2,680.59	2,680.59		2,680.59
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	6/1/2023	RETX	Real Estate Tax (Escrow)	6/1/23-6/31/23	2,978.85	2,978.85		2,978.85
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	4/6/2023	UW	3/23/23-5/31/23	3/23/23-5/31/23	207.77	207.77		207.77
4/23/2023	NJ	114301 - Westridge Court	Brixmor Holdings 6 SPE, LLC	1143050	875373 - Buy Buy Baby	3064	7/1/2023	RETX	Real Estate Tax (Escrow)	7/1/23-7/31/23	2,978.85	2,978.85		2,978.85

Totals

(3,534.02) 36,185.03 23,565.77 12,619.27

## **EXHIBIT 6**

Bed Bath & Beyond, Inc. t/a Bed Bath & Beyond #810  
Assembly Square Marketplace, Somerville, Massachusetts  
Landlord: FR Assembly Square, LLC  
Security Deposit: None  
Guarantor: None  
Date: June 20, 2023  
Chapter 11 File Date: April 23, 2023  
Lease Expiration Date: January 31, 2029

### **Pre-petition**

9/1/2022 Balance of 0922 - CAM Majors Estimate	433.47
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Total Pre-petition Arrearage:	433.47

### **Post-petition**

05/05/2023 RE Tax Semi-Annually	55,021.87
06/07/2023 CAM Majors 2022 YE	9,467.65
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<b>Total Admin Claim:</b>	<b>64,489.52</b>
 <b>TOTAL CLAIMS:</b>	 <b>64,922.99</b>

## **EXHIBIT 7**

Bed Bath & Beyond, Inc. t/a Bed Bath & Beyond #110  
Barracks Road Shopping Center, Charlottesville, Virginia  
Landlord: Federal Realty OP LP  
Security Deposit: None  
Guarantor: None  
Date: June 20, 2023  
Chapter 11 File Date: April 23, 2023  
Lease Expiration Date: January 31, 2026

### **Pre-petition**

7/2/2020 APP: Admin Fee 6/30/2020	75.00
12/11/2020 Balance of Payment	(983.95)
6/2/2022 ALA: 5/26/2022 License Agreeeme	100.00
6/14/2022 Balance of Payment	(574.77)
10/3/2022 Balance of Payment	(193.36)
4/19/2023 Balance of Payment	(770.85)
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Total Pre-petition Arrearage:	(2,347.93)

### **Post-petition**

06/08/2023 2022 YE CAM	10,154.96
07/01/2023 0723 - CAM Majors Estimate	8,241.82
07/01/2023 0723 - Merchant Association Du	303.75
07/01/2023 0723 - Minimum Rent Retail	66,460.50
07/01/2023 0723 - RE Tax Majors Monthly	10,984.85
07/13/2023 RMY 2022 YE RE Tax	(1,495.40)
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<b>TOTAL ADMINISTRATIVE CLAIM:</b>	<b>94,650.48</b>

<b>TOTAL CLAIMS:</b>	<b>92,302.55</b>
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**92,302.55**

## EXHIBIT 8

Bed Bath & Beyond, Inc. t/a Bed Bath & Beyond #077  
Camelback Colonnade, Phoenix, Arizona  
Landlord: FR Camelback Colonnade, LLC  
Security Deposit: None  
Guarantor: None  
Date: June 20, 2023  
Chapter 11 File Date: April 23, 2023  
Lease Expiration Date: January 31, 2026

### Pre-petition

3/20/2023 Balance of 1/21-6/13/21 CP Reconciliation	(43.19)
4/1/2023 0423 - Minimum Rent Retail	37,766.67
4/1/2023 0423 - Sales Tax- Camelback Co	188.83
4/1/2023 0423 - Sales Tax- Camelback Co	906.40
4/1/2023 0423 - Insurance Recovery	404.00
4/1/2023 0423 - Sales Tax- Camelback Co	2.02
4/1/2023 0423 - Sales Tax- Camelback Co	9.70
4/1/2023 0423 - Sewer and Water Recover	132.26
4/1/2023 0423 - Sales Tax- Camelback Co	0.66
4/1/2023 0423 - Sales Tax- Camelback Co	3.18
4/1/2023 0423 - CAM Majors Estimate	5,175.00
4/1/2023 0423 - Sales Tax- Camelback Co	25.88
4/1/2023 0423 - Sales Tax- Camelback Co	124.20
4/1/2023 0423 - Electricity Recovery	3,400.00
4/1/2023 0423 - Sales Tax- Camelback Co	17.00
4/1/2023 0423 - Sales Tax- Camelback Co	81.60
4/3/2023 Payment	(48,237.40)

TOTAL PRE-PETITION ARREARAGE:	(43.19)
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### Post-petition

05/01/2023 0523 - Minimum Rent Retail	37,766.67
05/01/2023 0523 - Sales Tax- Camelback Co	188.83
05/01/2023 0523 - Sales Tax- Camelback Co	906.40
05/01/2023 0523 - Insurance Recovery	404.00
05/01/2023 0523 - Sales Tax- Camelback Co	2.02
05/01/2023 0523 - Sales Tax- Camelback Co	9.70
05/01/2023 0523 - Sewer and Water Recover	132.26
05/01/2023 0523 - Sales Tax- Camelback Co	0.66
05/01/2023 0523 - Sales Tax- Camelback Co	3.18
05/01/2023 0523 - CAM Majors Estimate	5,175.00
05/01/2023 0523 - Sales Tax- Camelback Co	25.88
05/01/2023 0523 - Sales Tax- Camelback Co	124.20
05/01/2023 0523 - Electricity Recovery	3,400.00
05/01/2023 0523 - Sales Tax- Camelback Co	17.00
05/01/2023 0523 - Sales Tax- Camelback Co	81.60
05/02/2023 Payment	(48,194.21)
05/12/2023 1/1-6/30/23 RET Estimate	34,584.27
05/12/2023 Sales Tax- Camelback Colonnade	172.92
05/12/2023 Sales Tax- Camelback Colonnade	830.02
07/01/2023 0723 - CAM Majors Estimate	5,175.00
07/01/2023 0723 - Electricity Recovery	3,400.00
07/01/2023 0723 - Insurance Recovery	404.00
07/01/2023 0723 - Minimum Rent Retail	37,766.67
07/01/2023 0723 - Sales Tax- Camelback Co	188.83
07/01/2023 0723 - Sales Tax- Camelback Co	2.02
07/01/2023 0723 - Sales Tax- Camelback Co	0.66
07/01/2023 0723 - Sales Tax- Camelback Co	25.88
07/01/2023 0723 - Sales Tax- Camelback Co	17.00
07/01/2023 0723 - Sewer and Water Recover	132.26
07/01/2023 0723 - Sales Tax- Camelback Co	906.40
07/01/2023 0723 - Sales Tax- Camelback Co	9.70
07/01/2023 0723 - Sales Tax- Camelback Co	3.18
07/01/2023 0723 - Sales Tax- Camelback Co	124.20
07/01/2023 0723 - Sales Tax- Camelback Co	81.60

TOTAL ADMINISTRATIVE CLAIM:	83,867.80
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TOTAL CLAIMS:	83,824.61
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## **EXHIBIT 9**

Buy Buy Baby, Inc. t/a BuyBuyBaby #3022  
Chandler Festival Shopping Center, Chandler, Arizona  
Landlord: Chandler Festival SPE LLC  
Security Deposit: None  
Guarantor: None  
Date: June 20, 2023  
Chapter 11 File Date: April 23, 2023  
Lease Expiration Date: January 31, 2025

### **Pre-petition**

Total:	----- 0.00
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### **Post-petition**

05/12/2023 PRO: Tax YE for 1/1/22-10/5/22	18,037.94
05/12/2023 PRO: Sales Tax - Chandler	90.19
05/12/2023 PRO: Sales Tax - Chandler	270.57
05/12/2023 RTS: Tax YE 10/6/22-12/31/22	16,432.47
05/12/2023 Sales Tax - Chandler	82.16
05/12/2023 Sales Tax - Chandler	246.49
05/12/2023 RTS: Tax YE 1/1/23-6/30/23	34,470.40
05/12/2023 Sales Tax - Chandler	172.35
05/12/2023 Sales Tax - Chandler	517.06
06/20/2023 Sales Tax - Chandler	(1.35)
06/20/2023 Sales Tax - Chandler	(4.06)
06/20/2023 Sales Tax - Chandler	1.35
06/20/2023 Sales Tax - Chandler	4.06

<b>TOTAL ADMINISTRATIVE CLAIM:</b>	----- <b>70,319.63</b>
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<b>TOTAL CLAIM:</b>	<b>70,319.63</b>
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## **EXHIBIT 10**

Buy Buy Baby of Rockville, Inc. t/a BuyBuyBaby #3001  
Congressional Plaza, Rockville, Maryland  
Landlord: Congressional Plaza Associates, LLC  
Security Deposit: None  
Guarantor: Buy Buy Baby, Inc.  
Date: June 20, 2023  
Chapter 11 File Date: April 23, 2023  
Lease Expiration Date: January 31, 2024

### **Pre-petition**

5/15/2022 SEW 3/31/2022-4/30/2022	147.36
11/15/2022 SEW 09/30/22-10/31/22	147.36
12/15/2022 SEW 10/31/22-11/30/22	147.36
2/24/2023 Credit for 2.22-1.23 PER % rent paid	(34,703.77)
3/1/2023 0323 - Minimum Rent Retail	35,246.67
3/9/2023 Payment	(31,104.51)
03/15/2023 SEW 01/31/23-02/28/23	138.79
04/01/2023 0423 - Minimum Rent Retail (4/1 - 4/22 - 22 days)	25,847.56
04/15/2023 SEW 02/28/23-03/31/23	152.44
04/17/2023 Perfect Receivable	(35,246.67)
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TOTAL PRE-PETITION ARREARAGE:	(39,227.41)

### **Post-petition**

04/01/2023 0423 - Minimum Rent Retail (4/23 - 4/30 - 8 days)	9,399.11
05/01/2023 0523 - Minimum Rent Retail	35,246.67
05/02/2023 Perfect Receivable	(35,246.67)
05/11/2023 Perfect Receivable	(6,997.05)
05/15/2023 SEW 03/31/23-04/30/23	74.49
06/01/2023 0623 - Minimum Rent Retail	35,246.67
06/05/2023 Perfect Receivable	(35,266.53)
To be billed SEW 5/1/2023 forward	0.00
	-----
TOTAL ADMIN CLAIM	2,456.69
<b>TOTAL CLAIMS:</b>	<b>(36,770.72)</b>

## EXHIBIT 11

BuyBuyBaby, Inc. t/a BuyBuyBaby #3010  
Ellisburg Circle Shopping Center, Cherry Hill, New Jersey  
Landlord: Federal Realty OP LP  
Security Deposit: None  
Guarantor: None  
Date: June 20, 2023  
Chapter 11 File Date: April 23, 2023  
Lease Expiration Date: January 31, 2024

### Pre-petition

4/12/2019 Trs Fr 237654 B98832 4/12/19	(393.30)
7/15/2019 Trs Fr 237654 B114416 7/15/19	(996.68)
2/21/2022 February 2022 Late Fees	760.00
3/21/2022 March 2022 Late Fees	560.00
4/21/2022 April 2022 Late Fees	620.00
6/15/2022 SOL 5/1 - 5/31/22	1,739.11
6/15/2022 SOL 5/1 - 5/31/22	115.23
6/21/2022 June 2022 Late Fees	1,360.00
7/21/2022 July 2022 Late Fees	1,938.00
8/21/2022 August 2022 Late Fees	620.00
9/15/2022 SOL 6/1 - 6/30/22	2,641.15
9/15/2022 SAL 6/1 - 6/30/22	175.00
9/15/2022 SOL 7/1 - 7/31/22	3,991.97
9/15/2022 SAL 7/1 - 7/31/22	264.51
9/15/2022 SOL 8/1 - 8/31/22	3,660.11
9/15/2022 SAL 8/1 - 8/31/22	242.52
9/21/2022 September 2022 Late Fees	620.00
10/7/2022 SEW 05/03/22-08/27/22	837.28
11/21/2022 November Late Fees	620.00
11/28/2022 Balance of Payment	(87.63)
12/21/2022 December 2022 Late Fees	3,180.00
01/03/2023 SOL 9/1 - 9/30/22	2,338.09
01/03/2023 SAL 9/1 - 9/30/22	154.92
01/03/2023 SOL 10/1 - 10/31/22	1,842.52
01/03/2023 SAL 10/1 - 10/31/22	122.09
01/03/2023 SOL 11/1 - 11/30/22	1,130.68
01/03/2023 SAL 11/1 - 11/30/22	74.92
01/15/2023 SOL 12/1 - 12/31/22	2,147.14
01/15/2023 SAL 12/1 - 12/31/22	142.27
01/15/2023 SEW 11/30/22-12/28/22	195.81
2/15/2023 SOL 1/1 - 1/31/23	1,546.69
2/15/2023 SAL 1/1 - 1/31/23	102.48
03/15/2023 SEW 12/28/22-02/27/23	418.49
03/15/2023 SOL 2/1 - 2/28/23	1,501.27
03/15/2023 SAL 2/1 - 2/28/23	99.47
04/01/2023 0423 - Minimum Rent Retail (4/1 - 4/22 - 22 days)	21,242.16
04/15/2023 SEW 02/27/23-03/27/23	187.02
04/15/2023 SOL 3/1 - 3/31/23	1,627.18
04/15/2023 SAL 3/1 - 3/31/23	107.82
04/21/2023 April 2023 Late Fees	1,500.00

TOTAL PRE-PETITION ARREARAGE:	58,948.29
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### Post-petition

05/15/2023 SEW 03/27/23-04/22/23	190.38
05/15/2023 SOL 4/1 - 4/30/23	2,232.60
05/15/2023 SAL 4/1 - 4/30/23	147.93
05/16/2023 2023 RE Tax Recon	19,810.78
05/23/2023 OTH 4/21/23 Backflow Insp. Fee	182.00
6/7/2023 2022 CAM YE	17,585.85
6/15/2023 SEW 04/22/23-05/30/23	224.02
06/15/2023 SAL 5/1 - 5/31/23	212.59
06/15/2023 SOL 5/1 - 5/31/23	3,208.40
TO BE BILLED CYE 2023 YE CAM	0.00
TO BE BILLED CYE 2023 YE RE Taxes	0.00

TOTAL ADMINISTRATIVE CLAIM:	43,794.55
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TOTAL CLAIMS:	102,742.84
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## **EXHIBIT 12**

Bed Bath & Beyond, Inc. t/a Bed Bath & Beyond #53  
Finley Square Shopping Center, Downer's Grove, Illinois  
Landlord: Federal Realty OP LP  
Security Deposit: None  
Guarantor: None  
Date: June 20, 2023  
Chapter 11 File Date: April 23, 2023  
Lease Expiration Date: January 31, 2024

### **Pre-petition**

11/1/2022 Balance of 1122 - Minimum Rent Retail	1,869.72
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TOTAL PRE-PETITION ARREARAGE:	1,869.72

### **Post-petition**

04/27/2023 2022 RE Tax Year End	13,509.90
06/08/2023 2024 (2023) RE Tax thru 063024	98,642.07
06/08/2023 2023 (2022) RE TAX Year End	111,487.21
06/08/2023 2022 YE CAM	22,456.87
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TOTAL ADMINISTRATIVE CLAIM	246,096.05
 TOTAL CLAIMS:	 247,965.77

## **EXHIBIT 13**

BuyBuyBaby, Inc. t/a BuyBuyBaby #3009  
Finley Square Shopping Center, Downer's Grove, Illinois  
Landlord: Federal Realty OP LP  
Security Deposit: None  
Guarantor: None  
Date: June 20, 2023  
Chapter 11 File Date: April 23, 2023  
Lease Expiration Date: January 31, 2024

### **Pre-petition**

2/15/2019 Balance of SEW:1/1-1/31/2019	244.90
3/15/2019 Balance of SEW 2/1-2/28/2019	250.46
5/15/2019 Balance of SEW 3/31-4/30/2019	245.71
7/15/2019 Balance of SEW 5/31-6/30/2019	267.40
7/25/2019 SEW: 5/1-5/31/18 Partial Rvrs	(957.40)
7/25/2019 SEW: 6/1-6/30/18 Partial Rvrs	(433.14)
7/25/2019 SEW:10/1-10/31/18 Partial Rvrs	(439.42)
7/25/2019 SEW:11/1-11/30/18 Partial Rvrs	(417.94)
7/25/2019 SEW:12/1-12/31/18 Partial Rvrs	(432.00)
7/25/2019 SEW: 3/1-3/31/19 Partial Rvrs	(518.57)
7/25/2019 SEW:4/30-5/31/19 Partial Rvrs	(500.20)
8/12/2019 Payment	(800.61)
8/28/2019 SEW: 7/31-8/31/19 Partial Rvrs	(496.95)
3/15/2020 SEW 1/31-2/29/2020	243.96
9/11/2020 Balance of Payment	(81.00)
10/5/2021 SEW 8/20-9/20/2021	209.75
11/5/2021 SEW 9/20-10/20/2021	205.46
12/5/2021 SEW 10/20-11/20/2021	224.99
1/1/2022 SEW 11/20-12/20/2021	205.25
6/22/2022 OTH: 5/25/22 Fire Alarm	690.58
01/05/2023 SEW 11/20/22-12/20/22	222.35
03/01/2023 0323 - CAM Majors Estimate	418.25
03/05/2023 SEW 01/20/23-02/20/23	222.04
04/01/2023 0423 - Minimum Rent Retail (4/1 - 4/22 - 22 days)	31,594.49
04/01/2023 0423 - CAM Majors Estimate (4/1 - 4/22 - 22 days)	3,385.96
04/05/2023 SEW 02/20/23-03/20/23	124.22

TOTAL PRE-PETITION ARREARAGE: 33,678.54

### **Post-petition**

04/01/2023 0423 - Minimum Rent Retail (4/23 - 4/30 - 8 days)	11,488.91
04/01/2023 0423 - CAM Majors Estimate (4/23 - 4/30 - 8 days)	1,231.26
05/05/2023 SEW 04/20/23-05/31/23	180.78
06/05/2023 SEW 04/20/23-05/31/23	189.51
06/05/2023 SEW 04/20/23-05/31/23	18.13
06/08/2023 2024 (2023) RE Tax thru 063024	47,523.03
06/08/2023 2023 (2022) RE TAX Year End	97,135.82
06/08/2023 2022 YE CAM	13,121.42
07/01/2023 0723 - CAM Majors Estimate	6,296.21
07/01/2023 0723 - Minimum Rent Retail	58,750.09
07/05/2023 SEW 05/31/23-06/20/23	115.04

TOTAL ADMINISTRATIVE CLAIM: 236,050.20

**TOTAL CLAIMS: 269,728.74**

**EXHIBIT 14**

**LEASE AGREEMENT**

**Between**

**209-261 JUNCTION ROAD MADISON INVESTORS LLC,  
a Delaware limited liability company,**

**Landlord**

**and**

**BUY BUY BABY, INC.,  
a Delaware corporation,**

**Tenant**

**PRAIRIE TOWNE CENTER  
Junction Road  
Madison, Wisconsin**

**Dated as of: February 3, 2022**

\* \* \* \* \*

The mailing, delivery or negotiation of this Lease shall not be deemed an offer to enter into any transaction or to enter into any relationship, whether on the terms contained herein or on any other terms. This Lease shall not be binding nor shall either party have any obligations or liabilities or any rights with respect thereto, or with respect to the premises, unless and until both parties have executed and delivered this Lease. Until such execution and delivery of this Lease, either party may terminate all negotiation and discussion of the subject matter hereof, without causes and for any reason, without recourse or liability.

\* \* \* \* \*

1 responsible for the reasonable costs and expenses it incurs in connection with such “after  
2 hours” repairs.

3       Section 9.3   Legal Compliance Work. Except as hereinafter expressly  
4 provided, Landlord shall be responsible, at its sole cost and expense (and not includable  
5 in Common Areas Charges), for performing all “Legal Compliance Work” (hereinafter  
6 defined). Notwithstanding the foregoing, Tenant shall be responsible, at its sole cost and  
7 expense, for the performance of Legal Compliance Work: (a) pertaining to the interior  
8 elements of the Premises which are neither structural nor comprise the major building  
9 systems serving the Premises; or (b) required solely as a result of Tenant’s specific  
10 manner of use of the Premises (*i.e.*, are not of general applicability to tenants and  
11 occupants of the Shopping Center); provided, however, that the foregoing shall not  
12 relieve Landlord of its obligations to perform: (x) Landlord’s Work in accordance with  
13 all Legal Requirements, and (y) the repairs required in this Lease. As used herein, “**Legal**  
14 **Compliance Work**” shall mean any obligation, addition, alteration, improvement, or  
15 rebuilding, structural or otherwise, to or of the Premises, the Shopping Center, or any part  
16 thereof, as applicable, which may be required by reason of any Legal Requirement.

17                                   ARTICLE 10  
18       INDEMNIFICATION, INSURANCE AND WAIVER OF SUBROGATION

19       Section 10.1   Mutual Release, Waiver of Subrogation and Mutual  
20                                   Indemnification.

21       10.1.1 Mutual Waiver of Claims. Landlord and Tenant, on their own behalf  
22 and on behalf of anyone claiming under or through either one by way of subrogation,  
23 hereby release and waive all rights of recovery and causes of action against each other  
24 and their respective Affiliates from any and all liability for any loss or damage to  
25 property or resulting from damage to such property (and, in either case, any resulting loss  
26 of business or rental income), whether caused by the negligence or fault of the other  
27 party, which is normally insured under Special Form property insurance (so-called “All-  
28 Risk”) and time element insurance required to be maintained hereunder. In the event  
29 either Landlord or Tenant is a self-insurer or maintains a deductible (as either may be  
30 permitted hereunder), then the self-insuring party or the party maintaining the deductible  
31 hereby releases the other party from any liability arising from any event which would  
32 have been covered had the required insurance been obtained and/or the deductible not  
33 been maintained.

34       10.1.2 Waiver of Subrogation. Landlord and Tenant shall cause each  
35 property insurance policy carried by either of them insuring the Premises, the contents  
36 thereof, or the Shopping Center, to provide that the insurer waives all rights of recovery  
37 by way of subrogation or otherwise against the other party hereto (and all of such other  
38 party’s Affiliates) in connection with any loss or damage which is covered by such policy  
39 or that such policy shall otherwise permit, and shall not be voided by the releases  
40 provided above.

41       10.1.3 Mutual Indemnification.

42       (a) Except as otherwise provided in Subsections 10.1.1 and  
43 10.1.2 above, Tenant covenants to defend and indemnify Landlord and hold Landlord  
44 harmless from and against any and all claims, actions, damages, liability and expense,  
45 including reasonable attorneys’ fees, (x) in connection with loss of life, personal injury  
46 and/or damage to property arising from or out of any occurrence in or upon the Premises,  
47 or any part thereof, or (y) occasioned wholly or in part by any act or omission of Tenant,  
48 its agents, contractors, employees, servants, or licensees, except to the extent such claims,  
49 actions, damages, liability and expense are caused by the acts or omissions of Landlord,  
50 its agents, contractors, licensees, employees, or other tenants and occupants, or for which  
51 any of said parties may be statutorily liable; provided, however, that the foregoing

exception shall not affect Tenant's indemnity herein to the extent such claims, actions, damages, liability and expense are covered by the specified minimum insurance coverage required to be maintained under subsection 10.2.1 below..

(b) Except as otherwise provided in Subsections 10.1.1 and 10.1.2 above, Landlord covenants to defend and indemnify Tenant and hold Tenant harmless from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, (x) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon any portion(s) of the Shopping Center (excluding the Premises), or (y) occasioned wholly or in part by any act or omission of Landlord, its agents, contractors, employees, servants, tenants (other than Tenant), occupants or licensees, except to the extent such claims, actions, damages, liability and expense are caused by the acts or omissions of Tenant, its agents, contractors, licensees or employees, or for which any of said parties may be statutorily liable; provided, however, that the foregoing exception shall not affect Landlord's indemnity herein to the extent such claims, actions, damages, liability and expense are covered by the specified minimum insurance coverage required to be maintained under subsection 10.3.1 below..

## Section 10.2 Tenant's Insurance.

10.2.1 Tenant's Insurance. Tenant shall maintain, or cause to be maintained, in full force and effect from and after the Delivery Date, and throughout the Term: (i) commercial general liability insurance protecting and insuring Tenant, naming Landlord as "additional insured-lessor" for claims arising out of the use or occupancy of the Premises by Tenant and the obligations assumed by Tenant under this Lease, and having a combined single limit of liability of not less than Ten Million Dollars (\$10,000,000) for bodily injury, death and property damage liability; and (ii) Special Form (so-called "All-Risk") property insurance, on a replacement cost basis, in an amount adequate to cover the full insurable replacement value of all of Tenant's Property.

10.2.2 Self-Insurance. All insurance required to be maintained under this **Section 10.2** may be: (i) insured under an individual policy covering this location, or a blanket policy or policies which includes other liabilities, properties and locations of Tenant or its Affiliates; (ii) self-insured by Tenant via a deductible, a formal plan of self-insurance, or otherwise, provided that Tenant or any guarantor of Tenant's obligations under this Lease maintains, during the period of such self-insurance, a net worth of at least One Hundred Million Dollars (\$100,000,000); or (iii) insured or self-insured by Tenant through a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by Tenant in compliance with this Section 10.2, then Tenant shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) unless Tenant complies with the requirements regarding self-insurance pursuant to clause (iii) above.

## Section 10.3 Landlord's Insurance.

10.3.1 Liability Insurance. Landlord shall maintain in full force and effect on and after the Effective Date and throughout the Term commercial general liability insurance with regard to the Common Areas protecting and insuring Landlord, naming Tenant as "additional insured-lessee", and having a primary policy limit of liability of not less than One Million Dollars (\$1,000,000) and a combined single limit of liability of not less than Ten Million Dollars (\$10,000,000) for bodily injury, death and property damage liability. Landlord shall have the right to carry its insurance under "blanket policies" covering the Shopping Center and other properties provided that: (i) the amount of the total insurance available shall be at least the protection equivalent to separate



1 ARTICLE 19  
2 TENANT'S PROPERTY

3 All of Tenant's Property which may be installed or placed in or upon the Premises  
4 by Tenant shall remain the property of Tenant. Tenant may assign, hypothecate,  
5 encumber, mortgage or create a security interest in or upon Tenant's Property in the  
6 Premises without the consent of Landlord and may remove Tenant's Property at any time  
7 during the Term. Landlord waives any right it may have in Tenant's Property. To the  
8 extent Landlord may have a lien on or security interest in the Tenant's Property pursuant  
9 to this Lease, by law or otherwise, Landlord hereby waives, and agrees not to assert, such  
10 lien or security interest. Landlord shall provide to Tenant, within ten (10) days after  
11 Tenant's request therefor, a written waiver in form reasonably satisfactory to Tenant  
12 evidencing Landlord's waiver of any rights it has or may have in Tenant's Property.  
13 Tenant shall not record or permit the recordation of any UCC Financing Statement or  
14 other similar instrument against the Shopping Center unless such UCC Financing  
15 Statement or other instrument is limited to Tenant's interest in the personal property in  
16 the Premises.

17 ARTICLE 20  
18 END OF TERM

19 Section 20.1 Surrender of Premises. At the expiration of the Term, Tenant will  
20 quit and surrender the Premises in good condition and repair, excepting, however,  
21 reasonable wear and tear, damage by fire or other casualty, damage by eminent domain,  
22 and repairs and replacements to be made by Landlord hereunder.

23 Section 20.2 Hold Over. If Tenant fails to deliver possession of the Premises to  
24 Landlord at the end of the Term, and unless Landlord and Tenant are, at such time,  
25 engaged in *bona fide* good faith negotiations to extend the Term, Tenant shall be a tenant  
26 at sufferance and shall be liable for Fixed Rent on a monthly basis (or, if applicable, on a  
27 prorated daily basis) in an amount equal to one hundred fifty (150%) percent of the  
28 amount thereof payable by Tenant for the month immediately preceding the last day of  
29 the Term as well as for all Additional Rent payable by Tenant hereunder.

30 ARTICLE 21  
31 INTENTIONALLY OMITTED

32  
33 ARTICLE 22  
34 INTENTIONALLY OMITTED

35  
36 ARTICLE 23  
37 MISCELLANEOUS

38 Section 23.1 Loading Facilities. Tenant shall have the exclusive right to utilize  
39 the loading facilities serving the Premises (shown on Exhibit B) on a "24 hour a day",  
40 "365 days a year" basis.

41 Section 23.2 Liens. Within thirty (30) days after notice of the filing thereof,  
42 Tenant shall discharge (either by payment or by filing of the necessary bond, or  
43 otherwise) any lien against the Premises and/or Landlord's interest therein, which may  
44 arise out of any payment due for, or purported to be due for, any labor, services,  
45 materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon  
46 or about the Premises. Similarly, within thirty (30) days after notice of the filing thereof,  
47 Landlord shall discharge (either by payment or by filing of the necessary bond, or

otherwise) any lien against the Premises and/or Landlord's interest therein, which may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for Landlord in, upon or about the Premises. It is expressly understood and agreed that neither Tenant nor any of Tenant's agents, employees, representatives, contractors or subcontractors shall have any power or authority to do any act or thing or to make any contract or agreement which shall result in the creation of any mechanic's lien, materialman's lien or other lien or claim upon or against Landlord's interest in the Premises or any property of Landlord, and Landlord shall have no responsibility to Tenant or Tenant's contractors, subcontracts, suppliers, materialmen, workmen or other person, firm or corporation who shall engage in or participate in any additions, alterations, changes or replacements of the improvements by or on behalf of Tenant. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships) and that Tenant is not authorized to act as Landlord's common law agent or construction agent in connection with any work performed in the Premises. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Premises, the Shopping Center or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. **IT IS THE INTENT OF LANDLORD AND TENANT THAT NOTWITHSTANDING ANY CONSENT OR APPROVAL BY LANDLORD OF TENANT'S ALTERATIONS, ADDITIONS, OR IMPROVEMENTS, NOTHING CONTAINED IN THIS LEASE SHALL BE CONSTRUED AS CONSTITUTING THE EXPRESS OR IMPLIED CONSENT OR PERMISSION OF LANDLORD FOR THE PERFORMANCE OF ANY LABOR OR SERVICES FOR, OR THE FURNISHING OF ANY MATERIALS TO, TENANT THAT WOULD GIVE RISE TO ANY SUCH MECHANIC'S LIEN, MATERIALMAN'S LIEN OR ANY OTHER LIEN AGAINST LANDLORD'S INTEREST IN THE PREMISES OR ANY PROPERTY OF LANDLORD, OR IMPOSING ANY LIABILITY ON LANDLORD FOR ANY LABOR OR MATERIALS FURNISHED TO OR TO BE FURNISHED TO TENANT UPON CREDIT.**

Section 23.3 Broker's Commission. Landlord and Tenant each warrant and represent to the other that they did not deal with any real estate broker in connection with the negotiation, execution and delivery of this Lease, except for Scott Stefanik, Midwest Commercial Realty, Inc. and Peter Glaser, CBRE (collectively, the "**Broker**"). Landlord shall pay the Broker a commission pursuant to a separate agreement. Each party agrees to indemnify, defend, and save the other harmless from and against any and all liabilities, costs, causes of action, damages and expenses, including, without limitation, attorneys' fees, with respect to or arising out of any claims made by any real estate broker (other than the Broker), agent or finder with respect to this Lease in breach of the foregoing representation. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

Section 23.4 Force Majeure. Except as otherwise expressly set forth herein, in the event either party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of strikes, failure of power, riots, insurrection, war, earthquake, hurricane or tornado (or comparable weather conditions of unusual severity), or other reasons of an extraordinary nature which are beyond the reasonable control of the party and which could not have been avoided through the exercise of due diligence by a party (collectively referred to herein as "**Force Majeure**"), then the performance of any such act shall be excused for a period equal to the period of the delay. Notwithstanding the foregoing provisions, the following shall not constitute Force Majeure: (i) the financial inability of a party to perform its obligations under this Lease (except for delays resulting from cyber-attacks, power failures, or other events of Force Majeure affecting the availability of funds); or (ii) delays occurring in the course of

1 Exhibit N

2 Form of Mechanics' Lien Indemnification Agreement

3 THIS MECHANICS' LIEN INDEMNIFICATION is made this 25th day of  
4 October, 2022, by BUY BUY BABY, INC., a Delaware corporation (hereinafter referred  
5 to as "**Tenant**"), for the benefit of 209-261 JUNCTION ROAD MADISON  
6 INVESTORS LLC, a Delaware limited liability company ("**Landlord**").

7 WITNESSETH

8 Landlord and Tenant have entered into a Lease (the "**Lease**") dated February 3,  
9 2022, whereby Landlord has leased to Tenant a portion of the real property located in  
10 Prairie Towne Center, Madison, Wisconsin (the "**Shopping Center**") and Tenant has  
11 constructed on such real property a store premises (the "**Premises**").

12 NOW, THEREFORE, in consideration of the payment of the Tenant Allowance as  
13 defined in the Lease and other good and valuable consideration, the receipt of which is  
14 hereby acknowledged, the Tenant agrees as follows:

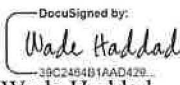
15 1. Tenant hereby indemnifies and agrees to hold Landlord harmless from any  
16 loss, payment, claim or expense as the result of mechanics and materialmen filing liens or  
17 otherwise making claims against Landlord's interest in the Premises and the Shopping  
18 Center based upon materials or services provided under contract with Tenant. In the  
19 event that any mechanic, materialman or other claimant makes claim against the Premises  
20 or Shopping Center based upon materials or services provided under contract with  
21 Tenant, Tenant shall hold harmless and protect Landlord from any loss, payment, claim  
22 or expense related thereto.

23 2. Tenant reserves the right to contest in good faith the amount of any claim or  
24 lien assessed against the Premises or the Shopping Center by any of such claimants;  
25 provided, however, should the holder or holders of such claim or lien attempt to enforce  
26 their lien by foreclosure by any other means, Tenant shall bond around, pay or remove  
27 such lien by any manner reasonably necessary to protect Landlord's interest in the  
28 Premises and the Shopping Center. This indemnity and hold harmless shall not apply to  
29 any liens or claims caused by Landlord or Landlord's agents.

30 EXECUTED as of the date set forth above.

**TENANT:**

BUY BUY BABY, INC., a Delaware  
corporation

By:   
Name: Wade Haddad  
Title: Sr. VP of Real Estate& Store  
Development

31  
32  
33

FILED  
07-17-2023  
CIRCUIT COURT  
DANE COUNTY, WI  
2023CV001823  
Honorable Frank D.  
Remington  
Branch 8

STATE OF WISCONSIN CIRCUIT COURT DANE COUNTY

---

TMS CONSTRUCTION, INC.  
a Colorado corporation,  
5739 Observation Court, Suite 110  
Colorado Springs, CO 80916

Plaintiff,

v.

Case No.: \_\_\_\_\_  
Other - Real Estate - 30405

209-261 JUNCTION ROAD MADISON INVESTORS, LLC  
10 State House Square, 15<sup>th</sup> Floor  
Hartford, CT 06103

Defendant.

---

**COMPLAINT**

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**NOW COMES** Plaintiff TMS Construction, Inc. ("Plaintiff" or "TMS"), by its attorneys, von Briesen & Roper, s.c., and as and for its Complaint against Defendant 209-261 Junction Road Madison Investors, LLC ("Defendant"), alleges and states as follows:

1. TMS is a corporation duly organized and existing under the laws of the State of Colorado, with its principal place of business located at 5739 Observation Court, Suite 110, Colorado Springs, Colorado 80916. At all times material to the allegations in this Complaint, TMS has been registered and authorized to conduct business in Wisconsin.

2. Defendant is a limited liability company duly organized and existing under the laws of the State of Delaware, with its principal place of business located at 10 State House Square, 15<sup>th</sup> Floor, Hartford, Connecticut 06103. According to the records of the Wisconsin Department of Financial Institutions, Defendant's Registered Agent for service of process in

Wisconsin is Corporation Service Company, 33 East Main Street, Suite 610, Madison, Wisconsin 53703.

3. TMS is a general contractor and furnished certain labor, services, materials and plans to construct a Buy Buy Baby store at 231 Junction Road, Madison, Wisconsin 53717 (the "Project") under a written contract with Bed Bath & Beyond, Inc. dated February 10, 2022.

4. The Project and the underlying real estate (collectively the "Property"), is owned by the Defendant.

5. At all times relevant to the claims in this action, Bed Bath & Beyond, Inc. and/or Buy Buy Baby were tenants of Defendant pursuant to an underlying lease with Defendant.

#### **Claim One – Foreclosure of Construction Lien**

6. TMS realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 5 of the Complaint above.

7. Pursuant to their lease with Defendant and/or otherwise, Bed Bath & Beyond, Inc. and/or Buy Buy Baby were authorized to improve the Property, including the Project, and Defendant had knowledge of, approved, and ratified the work being done on the Project to improve the Property.

8. The legal description of the Property is attached as Exhibit 1.

9. The labor, services, materials and plans referred to in paragraph 3 above were furnished by TMS between the dates of February 24, 2022 and October 3, 2022 and were used for the improvement of the Property.

10. When TMS last furnished the labor, services, materials and plans for the improvement of the Property, there was due for the labor, services, materials and plans the sum of no less than Nine Hundred Seventy-Seven Thousand Eight Hundred Five and 83/100 Dollars (\$977,805.83), and such amount remains unpaid.

11. On November 28, 2022, at least thirty (30) days before TMS filed its Claim for Lien, TMS, by its attorneys, served its written Notice of Intention to File Claim for Lien on Defendant via Certified Mail, return receipt requested. True and correct copies of TMS' Notice of Intention to File Claim for Lien and delivery confirmation are attached as Exhibit 2.

12. On February 22, 2023, within six (6) months from the date TMS furnished the last labor, services, materials and plans for the improvement of the Property, TMS filed with the Clerk of Circuit Court for Dane County its Claim for Lien against the Property as 2023CL000015 in the amount of Nine Hundred Seventy-Seven Thousand Eight Hundred Five and 83/100 Dollars (\$977,805.83), which Claim for Lien contained all information required by Chapter 779 of the Wisconsin Statutes, thereby creating a lien on the Property in favor of TMS in said amount. A true and correct copy of TMS' Claim for Lien is attached as Exhibit 3.

13. On March 7, 2023, within thirty (30) days from the date TMS filed its Claim for Lien, TMS, by its attorneys, served a copy of its filed Claim for Lien on Defendant via certified mail, return receipt requested. Attached as Exhibit 4 are true and correct copies of the cover letter to Defendant and the certified mail receipt and delivery confirmation.

14. Pursuant to Wis. Stat. § 779.06(1), TMS is required to bring an action to foreclose its Claim for Lien within two (2) years of filing in order to preserve its lien rights.

15. Two (2) years have not elapsed since the date TMS filed its Claim for Lien.

16. The amount of Nine Hundred Seventy-Seven Thousand Eight Hundred Five and 83/100 Dollars (\$977,805.83) for which TMS' Claim for Lien was filed remains unpaid, and TMS is entitled to a judgment of foreclosure of its Claim for Lien against the Property.

**Claim Two – Unjust Enrichment**

17. TMS realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 16 of the Complaint above.

18. The Project conferred a benefit on Defendant by virtue of the improvements to the Property, including by increasing the value of the Property, by resulting in Defendant's receipt of rent payments from Bed Bath & Beyond, Inc. and/or Buy Buy Baby, and by making the leased space more desirable for a subsequent tenant.

19. Defendant had knowledge and appreciation of receiving the benefit of the improvements to the Property as a result of the Project, including because, pursuant to their lease with Defendant and/or otherwise, Bed Bath & Beyond, Inc. and/or Buy Buy Baby were authorized to improve the Property, including the Project, Defendant had knowledge of, approved, and ratified the work being done on the Project to improve the Property, and Defendant intended to contribute to the cost of the Project via a tenant improvement allowance.

20. Defendant has retained the benefits of the improvements to the Property as a result of the Project without paying for the value of the improvements.

21. It would be inequitable and unjust for Defendant to retain the benefits of the improvements to the Property as a result of the Project without paying TMS for the value of the improvements, including because, pursuant to their lease with Defendant and/or otherwise, Bed Bath & Beyond, Inc. and/or Buy Buy Baby were authorized to improve the Property, including the Project, Defendant had knowledge of, approved, and ratified the work being done on the

Project to improve the Property, Defendant intended to contribute to the cost of the Project via a tenant improvement allowance, Bed Bath & Beyond, Inc. and/or Buy Buy Baby would not have leased the space at the Property and/or paid the same rent without the improvements to the Property as a result of the Project, the leased space is more desirable to a subsequent tenant because of the improvements to the Property as a result of the Project and/or Defendant will have to incur fewer costs to make the leased space more desirable to a subsequent tenant because of the improvements to the Property as a result of the Project.

22. Defendant has been unjustly enriched by receipt and retention of the benefit of the improvements to the Property as a result of the Project, for which Defendant has not paid.

23. TMS is entitled to payment from Defendant for the value of the benefit conferred on Defendant by the improvements to the Property as a result of the Project in the amount of at least Nine Hundred Seventy-Seven Thousand Eight Hundred Five and 83/100 Dollars (\$977,805.83).

WHEREFORE, TMS demands judgment against Defendant as follows:

- (a) Money damages in the amount of at least Nine Hundred Seventy-Seven Thousand Eight Hundred Five and 83/100 Dollars (\$977,805.83);
- (b) A determination in accordance with applicable law of TMS' Claim for Lien, including its entitlement to foreclose the Claim for Lien in the sum of no less than Nine Hundred Seventy-Seven Thousand Eight Hundred Five and 83/100 Dollars (\$977,805.83) in favor of TMS;
- (c) Recoverable interest, statutory costs and attorney's fees as allowed by law; and
- (d) Such other and further relief as this Court deems fair and equitable under the circumstances.



Dated this 17th day of July, 2023.

*Electronically signed by Devon R. Baumbach*

Devon R. Baumbach

State Bar No. 1023009

[dbaumbach@vonbriesen.com](mailto:dbaumbach@vonbriesen.com)

VON BRIESEN & ROPER, S.C.

Ten East Doty Street, Suite 900

Madison, WI 53703

Telephone: (608) 310-3602

Facsimile: (608) 441-0301

*Attorneys for Plaintiff TMS Construction, Inc.*

Legal Description of the Shopping Center

Parcel A

Lot 1, Certified Survey Map 7978, recorded October 06, 1995, in Volume 42 of Certified Survey Maps, pages 198-203, as Document No. 2709568, and corrected by Affidavit of Correction recorded October 19, 1995 in Volume 31117 of Records, Page 44, as Document No. 2712543, being a redivision of Lots 1,2, and 3 Junction Ridge Plat, and part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 7 North, Range 8 East, all located in the Northeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin.

Parcel B

Appurtenant easements and rights benefiting Parcel A pursuant to that certain Operation and Easement Agreement recorded in the Dane County Register of Deeds Office in Vol. 31242 of Records, Page 11, as Document #2716113, as subsequently amended by that certain First Amendment to Operation and Easement Agreement recorded in the Dane County Register of Deeds Office as Document #2778057 and that certain Second Amendment to Operation and Easement Agreement recorded in the Dane County Register of Deeds' Office as Document #3343300.

**EXHIBIT**

**1**

**PRIME CONTRACTOR\* NOTICE OF INTENTION TO FILE CLAIM FOR LIEN**  
**§779.06(2), Wis. Stats.**

Date: November 28, 2022

One (1) copy of this Notice is being served on the Owner by: (check one)

- ☒ Registered mail, certified mail or by any other method of delivery where recipient makes written confirmation of receipt  
OR  
☐ Personal delivery

Owner Name: 209-261 Junction Road Madison Investors LLC c/o Corporation Service Company

Owner Address: 8040 Excelsior Drive, Suite 400  
Madison, WI 53717

**THE UNDERSIGNED PRIME CONTRACTOR, HAVING A CONTRACT DIRECTLY WITH YOU, PERFORMED, FURNISHED OR PROCURED LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR:**

The remodel of the department store at the below stated addresses including but not limited to providing the following:  
demo, exterior concrete, masonry, structural renovations, rough carpentry, counter tops, cabinetry, roofing, caulking,  
drywall, doors, acoustical ceiling, ceramic tile, carpet, interior paint, wall covering, dock equipment, fire sprinklers,  
plumbing, HVAC, electrical work, and final clean up.

(describe work performed)

**TO IMPROVE YOUR PROPERTY LOCATED AT: (CHECK AND COMPLETE AS APPLICABLE)**

☒ Address: 231 Junction Rd., Madison, WI 53717

☐ Legal Description: \_\_\_\_\_

☒ See attached.

**AND, AS OF THE DATE OF THIS NOTICE, IS OWED THE SUM OF \$ 1,175,816.05**

(balance due)

**IF PAYMENT IN FULL IS NOT RECEIVED WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS NOTICE, THE UNDERSIGNED PRIME CONTRACTOR INTENDS TO FILE A CLAIM FOR LIEN ON YOUR PROPERTY.**

Prime Contractor Name:

TMS Construction, Inc.

By: 

Authorized Agent Signature

Rebecca A. Klongland

Authorized Agent Print Name

Title: Attorney

Address: N94W17900 Appleton Avenue Ste 200  
Menomonee Falls, WI 53051

Telephone: 262-251-5330

\*"Prime Contractor" typically includes anyone, other than a laborer, who enters into a contract with an Owner of land to improve the land or takes over from a Prime Contractor the uncompleted contract. (See §779.01(2)(d), Wis. Stats.)

Legal Description of the Shopping Center

Parcel A

Lot 1, Certified Survey Map 7978, recorded October 06, 1995, in Volume 42 of Certified Survey Maps, pages 198-203, as Document No. 2709568, and corrected by Affidavit of Correction recorded October 19, 1995 in Volume 31117 of Records, Page 44, as Document No. 2712543, being a redivision of Lots 1,2, and 3 Junction Ridge Plat, and part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 7 North, Range 8 East, all located in the Northeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin.

Parcel B

Appurtenant easements and rights benefiting Parcel A pursuant to that certain Operation and Easement Agreement recorded in the Dane County Register of Deeds Office in Vol. 31242 of Records, Page 11, as Document #2716113, as subsequently amended by that certain First Amendment to Operation and Easement Agreement recorded in the Dane County Register of Deeds Office as Document #2778057 and that certain Second Amendment to Operation and Easement Agreement recorded in the Dane County Register of Deeds' Office as Document #3343300.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>John Long</u></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																
<p>Article Addressed to:</p> <p><u>20126 Junction Road Madison</u> <u>Investors LLC</u> <u>clo Corporation Service Company</u> <u>8040 Excelsior Drive #400</u> <u>Madison WI 53717</u></p> <p>9590 9402 5639 9308 4054 62</p>	<p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input checked="" type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Insured Mail</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td><td></td></tr></table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label)</p> <p><u>7016 0750 0001 0054 5885</u></p>																	

PS Form 3811, July 2015 PSN 7630

Domestic Return Receipt

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$ <u>7.82</u>

Sent to clo Corporation Service Company  
Street and Apt. No., or PO Box No. 8040 Excelsior Drive #400  
City, State, ZIP+4® Madison WI 53717

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7016 0750 0001 0054 5885

U.S. POSTAL SERVICE  
MADISON, WI 53705  
NOV 28 2023  
TMS

FILED  
02-22-2023  
CIRCUIT COURT  
DANE COUNTY, WI  
2023CL000015

**PRIME CONTRACTOR\* CLAIM FOR LIEN**  
§779.06, Wis. Stats.

NOTE: This Claim for Lien must be docketed with the Clerk of Courts in the County where the Property is located. A copy of this claim must be served on the Owner of the property within thirty (30) days after filing the claim.

Date: **February 22, 2023**

To the Clerk of Circuit Court for **Dane County**, State of Wisconsin:

1. Claimant's Name: **TMS Construction, Inc.**

Claimant's Address: **5739 Observation Court, Suite 110  
Colorado Springs, CO 80916**

Claimant is a **X corporation** limited liability company partnership  
sole proprietorship individual assignee  
other: \_\_\_\_\_  
(specify)

2. Owner(s) Name(s): **209-261 Junction Road Madison Investors LLC**

Owner Address: **10 State House Square, 15th Floor  
Hartford, CT 06103**

**c/o Corporation Service Company  
33 East Main Street Suite 610  
Madison, WI 53703**

3. Legal Description of Owner's Property improved by Claimant is:  
**X attached to this Claim for Lien**  
described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

located in **Dane County**, Wisconsin, and more commonly known as( street address):

**231 Junction Road  
Madison, WI 53717**

4. Description of labor, services, materials, plans or specifications performed, furnished or procured by Claimant to improve Owner's Property:

**The remodel of the Buy Buy Baby/Bed Bath Beyond department store including but not limited to providing the following: demo, exterior concrete, masonry, structural renovations, rough carpentry, countertops, cabinetry, roofing, caulking, drywall, doors, acoustical ceiling, ceramic tile, carpet, interior paint, wall covering, dock equipment, fire sprinklers, plumbing, HVAC, electrical work, and final clean up.**

**X under a written contract dated February 10, 2022**

**EXHIBIT  
3**

other (specify): \_\_\_\_\_

\* A Prime Contractor is anyone who performs, furnishes, or procures labor, services, materials, plans, or specifications for construction under a contract directly with the Owner of the property being improved, and as provided in §779.01(2)(d), Wis. Stats.

5. Date of first visible commencement of the entire work of improvement on the Property (whether by Claimant or others): **February 24, 2022**
6. Date Claimant first furnished labor or materials: **February 24, 2022**
7. Date Claimant last furnished labor or materials: **October 3, 2022**
8. Prime Contractor's Notice of Lien Rights was (check as applicable):
  - ☐ ~ Given to Owner as part of the Claimant's written contract for construction with the Owner.
  - ☐ ~ Given to the Owner by registered mail or hand delivery within ten (10) days after first furnishing labor and materials under an oral contract.
  - ☒ **X Not given to Owner because (check one):**
    - ☐ ~ No subcontractor or material suppliers worked for Claimant in improving the Owner's property.
    - ☐ ~ This was residential construction of more than a four-family building.
    - ☒ **X This was non-residential construction.**
    - ☐ ~ Prime Contractor, or its officer(s) or controlling shareholder(s), hold(s) an interest in Owner's Property.
    - ☐ ~ Prime Contractor is managed or controlled by a corporation or company which owns the Property.
    - ☐ ~ Claimant has fully paid all its obligations to subcontractors and/or material suppliers for their work improving the Property AND the lien rights of all Claimant's subcontractors and/or material suppliers have lapsed.
9. Date Claimant's Notice of Intention to File Claim for Lien was given to Owner (must be at least 30 days before the filing of this Claim for Lien): **November 28, 2022**

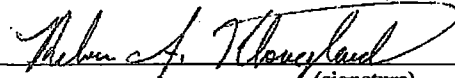
10. The Total Amount owed to Claimant: \$ 1,175,816.05  
Amount paid or otherwise satisfied to date: (\$ 198,010.22 )  
AMOUNT CLAIMED: \$ 977,805.83

Statement of Claim

Claimant makes and files this claim for a lien upon the interest held by the Owner in the Property under Chapter 779, Wis. Stats., not more than six (6) months after Claimant last furnished labor and/or materials as stated in Paragraph 7 above. Claimant certifies to the best of Claimant's knowledge and belief that all information contained in this Claim for Lien is correct. Based upon the above information, Claimant claims a lien upon all of the interest which the Owner has in the above described Property and improvements on it at the time of first visible commencement of the work of improvement, or that Owner may have acquired since that time, in the amount of **Nine Hundred Seventy-Seven Thousand Eight Hundred and Five Dollars and 83/100 (\$977,805.83).**

This claim is subject to amendment in the event foreclosure action is commenced.

Claimant's Name: **TMS Construction, Inc.**

By:   
(signature)

Authorized Agent's Name: **Rebecca A. Klongland**

Title: **Attorney for Claimant, State Bar No. 1115431**

Address: **Niebler, Pyzyk, Carrig, Jelenchick & Hanley LLP  
N94 W17900 Appleton Avenue, Suite 200  
Menomonee Falls, WI 53051**

Telephone No: **262-251-5330**

The following must be attached to this Claim for Lien:

- X **Legal Description (unless fully set forth in Paragraph 3 above)**  
Prime Contractor's Notice of Lien Rights (unless not provided to Owner as indicated in Paragraph 8 above)
- X **Notice of Intention to File Claim for Lien**



**PRIME CONTRACTOR\* NOTICE OF INTENTION TO FILE CLAIM FOR LIEN**  
**§779.06(2), Wis. Stats.**

Date: November 28, 2022

One (1) copy of this Notice is being served on the Owner by: (check one)

- ☒ Registered mail, certified mail or by any other method of delivery where recipient makes written confirmation of receipt  
OR  
☐ Personal delivery

Owner Name: 209-261 Junction Road Madison Investors LLC c/o Corporation Service Company

Owner Address: 8040 Excelsior Drive, Suite 400  
Madison, WI 53717

**THE UNDERSIGNED PRIME CONTRACTOR, HAVING A CONTRACT DIRECTLY WITH YOU, PERFORMED, FURNISHED OR PROCURED LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR:**

The remodel of the department store at the below stated addresses including but not limited to providing the following:  
demo, exterior concrete, masonry, structural renovations, rough carpentry, counter tops, cabinetry, roofing, caulking,  
drywall, doors, acoustical ceiling, ceramic tile, carpet, interior paint, wall covering, dock equipment, fire sprinklers,  
plumbing, HVAC, electrical work, and final clean up.

(describe work performed)

**TO IMPROVE YOUR PROPERTY LOCATED AT: (CHECK AND COMPLETE AS APPLICABLE)**

☒ Address: 231 Junction Rd., Madison, WI 53717

☐ Legal Description: \_\_\_\_\_

☒ See attached.

**AND, AS OF THE DATE OF THIS NOTICE, IS OWED THE SUM OF \$ 1,175,816.05**

(balance due)

**IF PAYMENT IN FULL IS NOT RECEIVED WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS NOTICE, THE UNDERSIGNED PRIME CONTRACTOR INTENDS TO FILE A CLAIM FOR LIEN ON YOUR PROPERTY.**

Prime Contractor Name:

TMS Construction, Inc.

By: Rebecca A. Klongland

Authorized Agent Signature

Rebecca A. Klongland

Authorized Agent Print Name

Title: Attorney

Address: N94W17900 Appleton Avenue Ste 200  
Menomonee Falls, WI 53051

Telephone: 262-251-5330

\*"Prime Contractor" typically includes anyone, other than a laborer, who enters into a contract with an Owner of land to improve the land or takes over from a Prime Contractor the uncompleted contract. (See §779.01(2)(d), Wis. Stats.)

Legal Description of the Shopping Center

Parcel A

Lot 1, Certified Survey Map 7978, recorded October 06, 1995, in Volume 42 of Certified Survey Maps, pages 198-203, as Document No. 2709568, and corrected by Affidavit of Correction recorded October 19, 1995 in Volume 31117 of Records, Page 44, as Document No. 2712543, being a redivision of Lots 1,2, and 3 Junction Ridge Plat, and part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 7 North, Range 8 East, all located in the Northeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin.


Parcel B

Appurtenant easements and rights benefiting Parcel A pursuant to that certain Operation and Easement Agreement recorded in the Dane County Register of Deeds Office in Vol. 31242 of Records, Page 11, as Document #2716113, as subsequently amended by that certain First Amendment to Operation and Easement Agreement recorded in the Dane County Register of Deeds Office as Document #2778057 and that certain Second Amendment to Operation and Easement Agreement recorded in the Dane County Register of Deeds' Office as Document #3343300.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, on the front if space permits.</p> <p>Article Addressed to:</p> <p>808 Alvi Junction Road Madison Investors LLC C/O Corporation Service Company 808 Alvi Junction Road Madison WI 53717</p> <p>9590 9402 5639 9308 4054 62</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input checked="" type="checkbox"/> Date of Delivery</p> <p>C. Is delivery address different from item 17? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from sender's label)</p> <p>7016 0750 0001 0058 9885</p> <p>PS Form 3811, July 2015 PSN 7530</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Adult Signature <input checked="" type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input checked="" type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Collect on Delivery <input checked="" type="checkbox"/> Collect on Delivery Restricted Delivery <input checked="" type="checkbox"/> Insured Mail (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Restricted Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	
<p>U.S. Postal Service® CERTIFIED MAIL® RECEIPT Domestic Mail Only</p> <p>For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a></p> <p>OFFICIAL USE</p> <p>Certified Mail Fee \$</p> <p>Extra Services &amp; Fees (check box, and fee as appropriate)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$</p> <p><input type="checkbox"/> Return Receipt (electronic) \$</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery \$</p> <p><input type="checkbox"/> Adult Signature Required \$</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery \$</p> <p>Postage \$</p> <p>Total Postage and Fees \$</p> <p>808 Alvi Junction Road Investors LLC C/O Corporation Service Company 808 Alvi Junction Road Madison WI 53717</p> <p>PS Form 3800, April 2015 PSN 7530-02-000-90-9 See Reverse for Instructions</p>		<p>Domestic Return Receipt</p> <p>SPSU 53051 MENDOTA FALLS WI 53051 JUL 28 2023</p>	

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<p><b>Certified Mail Fee</b></p> <p>\$ _____</p> <p><b>Extra Services &amp; Fees (check box, add fee as appropriate)</b></p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Return Receipt (hardcopy)</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Return Receipt (electronic)</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Required</td> <td>\$ _____</td> </tr> <tr> <td><input checked="" type="checkbox"/> Adult Signature Restricted Delivery</td> <td>\$ _____</td> </tr> </table>	<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____	<input type="checkbox"/> Return Receipt (electronic)	\$ _____	<input type="checkbox"/> Certified Mail Restricted Delivery	\$ _____	<input type="checkbox"/> Adult Signature Required	\$ _____	<input checked="" type="checkbox"/> Adult Signature Restricted Delivery	\$ _____	<p style="font-weight: bold; font-size: 18px;">Postmark: Here</p>
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____										
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<p><b>Postage</b></p> <p>\$ _____</p>											
<p><b>Total Postage and Fees</b></p> <p>\$ <u>8.34</u></p>											

**Sent To** Corporation Service Company

**Street and Apt. No., or PO Box No.** 55 East Main Street #610


**City, State, ZIP+4®** Madison WI 53703

7016 0600 0000 0987 5054

7016 0600 0000 0987 5054

PS Form 3800, April 2015 PSN 7530-02-000-9077

See Reverse for Instructions

<p><b>SENDER: COMPLETE THIS SECTION</b></p> <ul style="list-style-type: none"> <li>■ Complete Items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 20px;">Corporation Service Company 33 East Main Street #610 Madison WI 53703</p> <div style="text-align: center; margin: 10px 0;">  </div> <p style="text-align: center; font-weight: bold; margin: 0;">9590 9402 7530 2098 3843 93</p> <p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em; margin-left: 20px;">7016 0600 0000 0987 5054</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature</p> <p style="font-size: 1.5em; margin-left: 20px;">X</p> <div style="text-align: right; margin-right: 20px;"> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee         </div> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input checked="" type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail  <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)           </div> <div style="width: 45%;"> <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery           </div> </div>
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**FAQs**

# NIEBLER PYZYK

Carrig, Jelenchick & Hanley LLP

John H. Niebler  
Robert G. Pyzyk  
James J. Carrig  
Joseph C. Niebler, Jr.

Matthew R. Jelenchick  
James B. Hanley  
James P. Riebe  
Rebecca A. Klongland

Rebecca A. Klongland  
rklongland@nieblerpyzyk.com

Chester J. Niebler (1915-1994)

March 7, 2023

Corporation Service Company  
33 East Main Street, Suite 610  
Madison, WI 53703

**Via Certified Mail**

RE: Claim for Lien  
209-261 Junction Road Madison Investors LLC

Dear Sir or Madam:

Enclosed please find the Claim for Lien for 209-261 Junction Road Madison Investors LLC  
for the property located at 231 Junction Road, Madison, WI 53717.

Very truly yours,

NIEBLER, PYZYK, CARRIG, JELENCHICK & HANLEY LLP



Rebecca A. Klongland

RAK  
Enclosure

**EXHIBIT**

**4**

Over 75 Years Commitment to Service

N94 W17900 Appleton Avenue, Suite 200, P.O. Box 444, Menomonee Falls, Wisconsin 53052-0444  
Office 262/251-5330 and 262/523-8000 [www.nieblerpyzyk.com](http://www.nieblerpyzyk.com) Fax 262/251-1823 and 262/523-8001

FILED  
02-22-2023  
CIRCUIT COURT  
DANE COUNTY, WI  
2023CL000015

**PRIME CONTRACTOR\* CLAIM FOR LIEN**  
§779.06, Wis. Stats.

NOTE: This Claim for Lien must be docketed with the Clerk of Courts in the County where the Property is located. A copy of this claim must be served on the Owner of the property within thirty (30) days after filing the claim.

Date: **February 22, 2023**

To the Clerk of Circuit Court for Dane County, State of Wisconsin:

1. Claimant's Name: **TMS Construction, Inc.**

Claimant's Address: **5739 Observation Court, Suite 110  
Colorado Springs, CO 80916**

Claimant is a ☒ corporation ☐ limited liability company ☐ partnership  
☐ sole proprietorship ☐ individual ☐ assignee  
other: \_\_\_\_\_  
(specify)

2. Owner(s) Name(s): **209-261 Junction Road Madison Investors LLC**

Owner Address: **10 State House Square, 15th Floor  
Hartford, CT 06103  
  
c/o Corporation Service Company  
33 East Main Street Suite 610  
Madison, WI 53703**

3. Legal Description of Owner's Property improved by Claimant is:

☒ attached to this Claim for Lien  
described as: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

located in Dane County, Wisconsin, and more commonly known as( street address):

**231 Junction Road  
Madison, WI 53717**

4. Description of labor, services, materials, plans or specifications performed, furnished or procured by Claimant to improve Owner's Property:

**The remodel of the Buy Buy Baby/Bed Bath Beyond department store including but not limited to providing the following: demo, exterior concrete, masonry, structural renovations, rough carpentry, countertops, cabinetry, roofing, caulking, drywall, doors, acoustical ceiling, ceramic tile, carpet, interior paint, wall covering, dock equipment, fire sprinklers, plumbing, HVAC, electrical work, and final clean up.**

**X under a written contract dated February 10, 2022**



other (specify): \_\_\_\_\_

\* A Prime Contractor is anyone who performs, furnishes, or procures labor, services, materials, plans, or specifications for construction under a contract directly with the Owner of the property being improved, and as provided in §779.01(2)(d), Wis. Stats.

5. Date of first visible commencement of the entire work of improvement on the Property (whether by Claimant or others): **February 24, 2022**
6. Date Claimant first furnished labor or materials: **February 24, 2022**
7. Date Claimant last furnished labor or materials: **October 3, 2022**
8. Prime Contractor's Notice of Lien Rights was (check as applicable):
- ☐ ~ Given to Owner as part of the Claimant's written contract for construction with the Owner.
  - ☐ ~ Given to the Owner by registered mail or hand delivery within ten (10) days after first furnishing labor and materials under an oral contract.
  - ☒ **X Not given to Owner because (check one):**
    - ☐ ~ No subcontractor or material suppliers worked for Claimant in improving the Owner's property.
    - ☐ ~ This was residential construction of more than a four-family building.
    - ☒ **X This was non-residential construction.**
    - ☐ ~ Prime Contractor, or its officer(s) or controlling shareholder(s), hold(s) an interest in Owner's Property.
    - ☐ ~ Prime Contractor is managed or controlled by a corporation or company which owns the Property.
    - ☐ ~ Claimant has fully paid all its obligations to subcontractors and/or material suppliers for their work improving the Property AND the lien rights of all Claimant's subcontractors and/or material suppliers have lapsed.
9. Date Claimant's Notice of Intention to File Claim for Lien was given to Owner (must be at least 30 days before the filing of this Claim for Lien): **November 28, 2022**

10. The Total Amount owed to Claimant: \$ 1,175,816.05  
Amount paid or otherwise satisfied to date: (\$ 198,010.22 )  
AMOUNT CLAIMED: \$ 977,805.83

Statement of Claim

Claimant makes and files this claim for a lien upon the interest held by the Owner in the Property under Chapter 779, Wis. Stats., not more than six (6) months after Claimant last furnished labor and/or materials as stated in Paragraph 7 above. Claimant certifies to the best of Claimant's knowledge and belief that all information contained in this Claim for Lien is correct. Based upon the above information, Claimant claims a lien upon all of the interest which the Owner has in the above described Property and improvements on it at the time of first visible commencement of the work of improvement, or that Owner may have acquired since that time, in the amount of Nine Hundred Seventy-Seven Thousand Eight Hundred and Five Dollars and 83/100 (\$977,805.83).

This claim is subject to amendment in the event foreclosure action is commenced.

Claimant's Name: TMS Construction, Inc.

By: Rebecca A. Klongland  
(signature)

Authorized Agent's Name: Rebecca A. Klongland

Title: Attorney for Claimant, State Bar No. 1115431

Address: Niebler, Pyzyk, Carrig, Jelenchick & Hanley LLP  
N94 W17900 Appleton Avenue, Suite 200  
Menomonee Falls, WI 53051

Telephone No: 262-251-5330

The following must be attached to this Claim for Lien:

- X Legal Description (unless fully set forth in Paragraph 3 above)  
Prime Contractor's Notice of Lien Rights (unless not provided to Owner as indicated in Paragraph 8 above)
- X Notice of Intention to File Claim for Lien

Case 2023CL000015

Document 1

Filed 02-22-2023

Page 4 of 6

**PRIME CONTRACTOR\* NOTICE OF INTENTION TO FILE CLAIM FOR LIEN**

§779.06(2), Wis. Stats.

Date: November 28, 2022

One (1) copy of this Notice is being served on the Owner by: (check one)

- ☒ Registered mail, certified mail or by any other method of delivery where recipient makes written confirmation of receipt  
OR  
☐ Personal delivery

Owner Name: 209-261 Junction Road Madison Investors LLC c/o Corporation Service Company

Owner Address: 8040 Excelsior Drive, Suite 400  
Madison, WI 53717

**THE UNDERSIGNED PRIME CONTRACTOR, HAVING A CONTRACT DIRECTLY WITH YOU, PERFORMED, FURNISHED OR PROCURED LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR:**

The remodel of the department store at the below stated addresses including but not limited to providing the following:  
demo, exterior concrete, masonry, structural renovations, rough carpentry, counter tops, cabinetry, roofing, caulking,  
drywall, doors, acoustical ceiling, ceramic tile, carpet, interior paint, wall covering, dock equipment, fire sprinklers,  
plumbing, HVAC, electrical work, and final clean up.

(describe work performed)

**TO IMPROVE YOUR PROPERTY LOCATED AT: (CHECK AND COMPLETE AS APPLICABLE)**

- ☒ Address: 231 Junction Rd., Madison, WI 53717  
☐ Legal Description: \_\_\_\_\_

☒ See attached.

**AND, AS OF THE DATE OF THIS NOTICE, IS OWED THE SUM OF \$ 1,175,816.05**

(balance due)

**IF PAYMENT IN FULL IS NOT RECEIVED WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS NOTICE, THE UNDERSIGNED PRIME CONTRACTOR INTENDS TO FILE A CLAIM FOR LIEN ON YOUR PROPERTY.**

Prime Contractor Name:

TMS Construction, Inc.

By:

  
Authorized Agent Signature

Rebecca A. Klongland

Authorized Agent Print Name

Title: Attorney

Address: N94W17900 Appleton Avenue Ste 200  
Menomonee Falls, WI 53051

Telephone: 262-251-5330

\*"Prime Contractor" typically includes anyone, other than a laborer, who enters into a contract with an Owner of land to improve the land or takes over from a Prime Contractor the uncompleted contract. (See §779.01(2)(d), Wis. Stats.)

Legal Description of the Shopping Center

Parcel A

Lot 1, Certified Survey Map 7978, recorded October 06, 1995, in Volume 42 of Certified Survey Maps, pages 198-203, as Document No. 2709568, and corrected by Affidavit of Correction recorded October 19, 1995 in Volume 31117 of Records, Page 44, as Document No. 2712543, being a redivision of Lots 1,2, and 3 Junction Ridge Plat, and part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 7 North, Range 8 East, all located in the Northeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin.

Parcel B

Appurtenant easements and rights benefiting Parcel A pursuant to that certain Operation and Easement Agreement recorded in the Dane County Register of Deeds Office in Vol. 31242 of Records, Page 11, as Document #2716113, as subsequently amended by that certain First Amendment to Operation and Easement Agreement recorded in the Dane County Register of Deeds Office as Document #2778057 and that certain Second Amendment to Operation and Easement Agreement recorded in the Dane County Register of Deeds' Office as Document #3343300.

Case 2023CL000015

Document 1

Filed 02-22-2023

Page 6 of 6

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, on the front if space permits.</p> <p>Article Addressed to:</p> <p>202261 Junction Road Madison Investors LLC C/O Corporation Service Company 8040 Excelsior Drive #400 Madison WI 53717</p> <p>9590 8402 5639 9308 4054 62</p> <p>2. Article Number (transfer from sender label) 7016 0750 0001 0058 9885</p> <p>PS Form 3811, July 2015 PSN 7530</p>		<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>John Long</i></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> <p>Domestic Return Receipt</p>	

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Sent To Corporation Service Company  
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City, State, ZIP+4 Madison WI 53703  
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Claim for Lien sent

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>Complete items 1, 2, and 3.</li><li>Print your name and address on the reverse so that we can return the card to you.</li><li>Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <b>X</b> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes if YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: Corporation Service Company 33 East Main Street #610 Madison WI 53703</p> <p>9590 9402 7530 2098 3843 93</p>	<p>3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail<sup>®</sup> <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p> <p><input type="checkbox"/> Priority Mail Express<sup>®</sup> <input type="checkbox"/> Registered Mail<sup>TM</sup> <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation<sup>TM</sup> <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>
<p>2. Article Number (Transfer from service label) 7016 0600 0000 0987 5054</p>	
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MADISON, WI 53703

March 15, 2023, 11:16 am

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LLP

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FAX 424.204.4350  
www.ballardspahr.com

Michael S. Myers  
Tel: 602.798.5446  
Fax: 602.798.5595  
myersm@ballardspahr.com

April 21, 2023

*By FedEx*

Bed Bath & Beyond Inc.  
Attention: General Counsel  
650 Liberty Avenue  
Union, New Jersey 07083

Thomas J. Phillips, Esq.  
Brown Rudnick LLP  
One Financial Center  
Boston, Massachusetts 02111

Re: NOTICE OF DEFAULT ("Notice") -- Lease Agreement dated February 3, 2022 ("Lease"), by and between 209-261 Junction Road Madison Investors, LLC, a Delaware limited liability company ("Landlord") and Buy Buy Baby, Inc., a Delaware corporation ("Tenant") for the property located at 231 Junction Rd, Madison, WI 53717 (the "Premises") and Guaranty of Lease dated February 3, 2022 ("Guaranty") executed by Bed Bath & Beyond Inc., a New York corporation ("Guarantor")

---

Dear Sir/Madam:

As you know, this firm represents Landlord with respect to the above-referenced Lease and Guaranty. Any capitalized term used, but not defined, herein shall have the meaning set forth in the Lease and Guaranty.

**NOTICE IS HEREBY GIVEN THAT ADDITIONAL DEFAULTS HAVE OCCURRED UNDER THE LEASE.**

As advised in the Notice of Default dated January 3, 2023, Notice of Default dated March 3, 2023, and Notice of Default dated March 13, 2023 (the "Prior Notices"), Tenant was in breach of the Lease due to the lien claim asserted by contractor TMS Construction, Inc. ("Contractor") as well as Tenant's failure to pay Rent due on March 1, 2023. Tenant's failure to cure all defaults specified in those Prior Notices, specifically the failure to remove the lien claim from the Premises, resulted in an Event of Default, which is continuing. *See* Lease, Sections 16.1.1, 23.2; Mechanics' Lien Indemnification Agreement (Exhibit N).

More recently, Tenant failed to pay Rent due on April 1, 2023. Tenant owes Rental in the total amount of \$52,910.91, which is comprised of \$25,826.50 of Monthly Base Rental and \$27,084.41 for the 2022 tax reconciliation. Landlord demands that Tenant or Guarantor pay the outstanding amounts immediately but in no case later than ten (10) days from receipt of



Bed Bath & Beyond Inc.  
Thomas J. Phillips, Esq.  
April 21, 2023  
Page 2

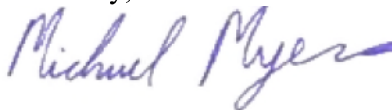
this Notice. Should Tenant fail to pay the foregoing amounts within ten (10) days of receipt of this Notice, there shall be another Event of Default.

An Event of Default entitles Landlord to exercise any and all rights and remedies available to it under the Lease, at law or in equity, all without further notice or opportunity to cure (Lease, Section 16.1.2). This includes, without limitation, the right to terminate the Lease and sue for all accrued, unpaid Rent and any damages. Further, an Event of Default will entitle Landlord to exercise any and all rights and remedies under the Guaranty.

Landlord may not have identified each default or Event of Default presently existing under the Lease and Guaranty. Any failure or delay by Landlord in identifying such defaults or Events of Default, or exercising any right, power, or remedy under the Lease or Guaranty, at law or in equity, or any acceptance of partial performance or partial payment (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy; and (b) shall not be sufficient, by itself or together with any other action or inaction by Landlord, to establish a course of dealing or course of conduct by Landlord (with any such prior course of dealing or conduct, if any, hereby terminated).

Further, nothing contained in this Notice shall be construed to (i) limit the right of Landlord to receive any and all sums that are or may become due and payable pursuant to the Lease and Guaranty, or otherwise, including, without limitation, costs of collection (including reasonable attorneys' fees), default interest and late charges; (ii) waive any default or Event of Default under the Lease or Guaranty, whether or not known to Landlord; (iii) waive, limit, modify, prejudice or otherwise adversely affect any right, remedy, or power of Landlord under the Lease or Guaranty, by statute, at law, or in equity, all of which rights, remedies, and powers are expressly reserved; or (iv) waive, limit, modify, prejudice, or otherwise adversely affect any of the claims of Landlord against Tenant.

Sincerely,



Michael S. Myers

MSM/ms



-----  
2029 Century Park East, Suite 1400  
Los Angeles, CA 90067-2915  
TEL 424.204.4400  
FAX 424.204.4350  
www.ballardspahr.com

Michael S. Myers  
Tel: 602.798.5446  
Fax: 602.798.5595  
myersm@ballardspahr.com

April 21, 2023

*By FedEx*

Bed Bath & Beyond Inc.  
Attention: General Counsel  
650 Liberty Avenue  
Union, New Jersey 07083

Thomas J. Phillips, Esq.  
Brown Rudnick LLP  
One Financial Center  
Boston, Massachusetts 02111

Re: NOTICE OF DEFAULT ("Notice") -- Lease Agreement dated February 3, 2022 ("Lease"), by and between 209-261 Junction Road Madison Investors, LLC, a Delaware limited liability company ("Landlord") and Buy Buy Baby, Inc., a Delaware corporation ("Tenant") for the property located at 231 Junction Rd, Madison, WI 53717 (the "Premises") and Guaranty of Lease dated February 3, 2022 ("Guaranty") executed by Bed Bath & Beyond Inc., a New York corporation ("Guarantor")

---

Dear Sir/Madam:

As you know, this firm represents Landlord with respect to the above-referenced Lease and Guaranty. Any capitalized term used, but not defined, herein shall have the meaning set forth in the Lease and Guaranty.

**NOTICE IS HEREBY GIVEN THAT ADDITIONAL DEFAULTS HAVE OCCURRED UNDER THE GUARANTY.**

As advised in the Notice of Default dated January 3, 2023, Notice of Default dated March 3, 2023, and Notice of Default dated March 13, 2023 (the "Prior Notices"), Tenant was in breach of the Lease due to the lien claim asserted by contractor TMS Construction, Inc. ("Contractor") as well as Tenant's failure to pay Rent due on March 1, 2023. Tenant's failure to cure all defaults specified in those Prior Notices, specifically the failure to remove the lien claim from the Premises, resulted in an Event of Default, which is continuing. See Lease, Sections 16.1.1, 23.2; Mechanics' Lien Indemnification Agreement (Exhibit N).

More recently, Tenant failed to pay Rent due on April 1, 2023. Tenant owes Rental in the total amount of \$52,910.91, which is comprised of \$25,826.50 of Monthly Base Rental and \$27,084.41 for the 2022 tax reconciliation. Landlord demands that Tenant or Guarantor pay the outstanding amounts immediately but in no case later than ten (10) days from receipt of

Bed Bath & Beyond Inc.  
Thomas J. Phillips, Esq.  
April 21, 2023  
Page 2

this Notice. Should Tenant fail to pay the foregoing amounts within ten (10) days of receipt of this Notice, there shall be another Event of Default.

An Event of Default entitles Landlord to exercise any and all rights and remedies available to it under the Lease, at law or in equity, all without further notice or opportunity to cure (Lease, Section 16.1.2). This includes, without limitation, the right to terminate the Lease and sue for all accrued, unpaid Rent and any damages. Further, an Event of Default will entitle Landlord to exercise any and all rights and remedies under the Guaranty.

Landlord may not have identified each default or Event of Default presently existing under the Lease and Guaranty. Any failure or delay by Landlord in identifying such defaults or Events of Default, or exercising any right, power, or remedy under the Lease or Guaranty, at law or in equity, or any acceptance of partial performance or partial payment (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy; and (b) shall not be sufficient, by itself or together with any other action or inaction by Landlord, to establish a course of dealing or course of conduct by Landlord (with any such prior course of dealing or conduct, if any, hereby terminated).

Further, nothing contained in this Notice shall be construed to (i) limit the right of Landlord to receive any and all sums that are or may become due and payable pursuant to the Lease and Guaranty, or otherwise, including, without limitation, costs of collection (including reasonable attorneys' fees), default interest and late charges; (ii) waive any default or Event of Default under the Lease or Guaranty, whether or not known to Landlord; (iii) waive, limit, modify, prejudice or otherwise adversely affect any right, remedy, or power of Landlord under the Lease or Guaranty, by statute, at law, or in equity, all of which rights, remedies, and powers are expressly reserved; or (iv) waive, limit, modify, prejudice, or otherwise adversely affect any of the claims of Landlord against Tenant.

Sincerely,



Michael S. Myers

MSM/ms



-----  
2029 Century Park East, Suite 1400  
Los Angeles, CA 90067-2915  
TEL 424.204.4400  
FAX 424.204.4350  
www.ballardspahr.com

Michael S. Myers  
Tel: 602.798.5446  
Fax: 602.798.5595  
myersm@ballardspahr.com

March 13, 2023

*By FedEx*

Bed Bath & Beyond Inc.  
Attention: General Counsel  
650 Liberty Avenue  
Union, New Jersey 07083

Thomas J. Phillips, Esq.  
Brown Rudnick LLP  
One Financial Center  
Boston, Massachusetts 02111

Re: NOTICE OF DEFAULT ("Notice") -- Lease Agreement dated February 3, 2022 ("Lease"), by and between 209-261 Junction Road Madison Investors, LLC, a Delaware limited liability company ("Landlord") and Buy Buy Baby, Inc., a Delaware corporation ("Tenant") for the property located at 231 Junction Rd, Madison, WI 53717 (the "Premises") and Guaranty of Lease dated February 3, 2022 ("Guaranty") executed by Bed Bath & Beyond Inc., a New York corporation ("Guarantor")

---

Dear Sir/Madam:

As you know, this firm represents Landlord with respect to the above-referenced Lease and Guaranty. Any capitalized term used, but not defined, herein shall have the meaning set forth in the Lease and Guaranty.

**NOTICE IS HEREBY GIVEN THAT ADDITIONAL DEFAULTS HAVE OCCURRED UNDER THE LEASE.**

As advised in Notice of Default dated January 3, 2023 ("First Notice") and Notice of Default dated March 3, 2023 ("Second Notice"), Tenant was in breach of the Lease due to the lien claim asserted by contractor TMS Construction, Inc. ("Contractor") related to amounts allegedly owed by Tenant to Contractor totaling \$1,175,816.05, as asserted by Contractor in the Notice of Intention to File Claim for Lien dated November 28, 2022 and filed with the Dane County Circuit Court, case number 2023CL000015 on February 22, 2023. Tenant Continues to be in default due to the lien claim. *See* Lease, Section 23.2; Mechanics' Lien Indemnification Agreement (Exhibit N).

More recently, Tenant failed to pay Rent due on March 1, 2023. Tenant owes Rental in the total amount of \$30,542.40, which is comprised of \$25,826.50 of Monthly Base Rental, \$4,704.11 in Common Area Maintenance, and a forwarded balance of \$11.79. Landlord

Bed Bath & Beyond Inc.  
Thomas J. Phillips, Esq.  
March 13, 2023  
Page 2

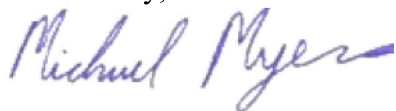
demands that Tenant or Guarantor pay the outstanding amounts immediately but in no case later than ten (10) days from receipt of this Notice. Should Tenant fail to pay the foregoing amounts within ten (10) days of receipt of this Notice, there shall be another Event of Default.

An Event of Default entitles Landlord to exercise any and all rights and remedies available to it under the Lease, at law or in equity, all without further notice or opportunity to cure (Lease, Section 16.1.2). This includes, without limitation, the right to terminate the Lease and sue for all accrued, unpaid Rent and any damages. Further, an Event of Default will entitle Landlord to exercise any and all rights and remedies under the Guaranty.

Landlord may not have identified each default or Event of Default presently existing under the Lease and Guaranty. Any failure or delay by Landlord in identifying such defaults or Events of Default, or exercising any right, power, or remedy under the Lease or Guaranty, at law or in equity, or any acceptance of partial performance or partial payment (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy; and (b) shall not be sufficient, by itself or together with any other action or inaction by Landlord, to establish a course of dealing or course of conduct by Landlord (with any such prior course of dealing or conduct, if any, hereby terminated).

Further, nothing contained in this Second Notice shall be construed to (i) limit the right of Landlord to receive any and all sums that are or may become due and payable pursuant to the Lease and Guaranty, or otherwise, including, without limitation, costs of collection (including reasonable attorneys' fees), default interest and late charges; (ii) waive any default or Event of Default under the Lease or Guaranty, whether or not known to Landlord; (iii) waive, limit, modify, prejudice or otherwise adversely affect any right, remedy, or power of Landlord under the Lease or Guaranty, by statute, at law, or in equity, all of which rights, remedies, and powers are expressly reserved; or (iv) waive, limit, modify, prejudice, or otherwise adversely affect any of the claims of Landlord against Tenant.

Sincerely,



Michael S. Myers

MSM/ms

-----  
2029 Century Park East, Suite 1400  
Los Angeles, CA 90067-2915  
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FAX 424.204.4350  
www.ballardspahr.com

Michael S. Myers  
Tel: 602.798.5446  
Fax: 602.798.5595  
myersm@ballardspahr.com

March 13, 2023

*By FedEx*

Bed Bath & Beyond Inc.  
Attention: General Counsel  
650 Liberty Avenue  
Union, New Jersey 07083

Thomas J. Phillips, Esq.  
Brown Rudnick LLP  
One Financial Center  
Boston, Massachusetts 02111

Re: NOTICE OF DEFAULT ("Notice") -- Lease Agreement dated February 3, 2022 ("Lease"), by and between 209-261 Junction Road Madison Investors, LLC, a Delaware limited liability company ("Landlord") and Buy Buy Baby, Inc., a Delaware corporation ("Tenant") for the property located at 231 Junction Rd, Madison, WI 53717 (the "Premises") and Guaranty of Lease dated February 3, 2022 ("Guaranty") executed by Bed Bath & Beyond Inc., a New York corporation ("Guarantor")

---

Dear Sir/Madam:

As you know, this firm represents Landlord with respect to the above-referenced Lease and Guaranty. Any capitalized term used, but not defined, herein shall have the meaning set forth in the Lease and Guaranty.

**NOTICE IS HEREBY GIVEN THAT ADDITIONAL DEFAULTS HAVE OCCURRED UNDER THE GUARANTY.**

As advised in Notice of Default dated January 3, 2023 ("First Notice") and Notice of Default dated March 3, 2023 ("Second Notice"), Tenant was in breach of the Lease due to the lien claim asserted by contractor TMS Construction, Inc. ("Contractor") related to amounts allegedly owed by Tenant to Contractor totaling \$1,175,816.05, as asserted by Contractor in the Notice of Intention to File Claim for Lien dated November 28, 2022 and filed with the Dane County Circuit Court, case number 2023CL000015 on February 22, 2023. Tenant Continues to be in default due to the lien claim. *See* Lease, Section 23.2; Mechanics' Lien Indemnification Agreement (Exhibit N).

More recently, Tenant failed to pay Rent due on March 1, 2023. Tenant owes Rental in the total amount of \$30,542.40, which is comprised of \$25,826.50 of Monthly Base Rental, \$4,704.11 in Common Area Maintenance, and a forwarded balance of \$11.79. Landlord



Bed Bath & Beyond Inc.  
Thomas J. Phillips, Esq.  
March 13, 2023  
Page 2

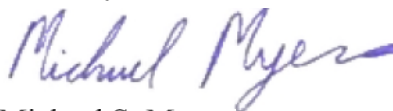
demands that Tenant or Guarantor pay the outstanding amounts immediately but in no case later than ten (10) days from receipt of this Notice. Should Tenant fail to pay the foregoing amounts within ten (10) days of receipt of this Notice, there shall be another Event of Default.

An Event of Default entitles Landlord to exercise any and all rights and remedies available to it under the Lease, at law or in equity, all without further notice or opportunity to cure (Lease, Section 16.1.2). This includes, without limitation, the right to terminate the Lease and sue for all accrued, unpaid Rent and any damages. Further, an Event of Default will entitle Landlord to exercise any and all rights and remedies under the Guaranty.

Landlord may not have identified each default or Event of Default presently existing under the Lease and Guaranty. Any failure or delay by Landlord in identifying such defaults or Events of Default, or exercising any right, power, or remedy under the Lease or Guaranty, at law or in equity, or any acceptance of partial performance or partial payment (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy; and (b) shall not be sufficient, by itself or together with any other action or inaction by Landlord, to establish a course of dealing or course of conduct by Landlord (with any such prior course of dealing or conduct, if any, hereby terminated).

Further, nothing contained in this Notice shall be construed to (i) limit the right of Landlord to receive any and all sums that are or may become due and payable pursuant to the Lease and Guaranty, or otherwise, including, without limitation, costs of collection (including reasonable attorneys' fees), default interest and late charges; (ii) waive any default or Event of Default under the Lease or Guaranty, whether or not known to Landlord; (iii) waive, limit, modify, prejudice or otherwise adversely affect any right, remedy, or power of Landlord under the Lease or Guaranty, by statute, at law, or in equity, all of which rights, remedies, and powers are expressly reserved; or (iv) waive, limit, modify, prejudice, or otherwise adversely affect any of the claims of Landlord against Tenant.

Sincerely,



Michael S. Myers

MSM/ms

-----  
2029 Century Park East, Suite 1400  
Los Angeles, CA 90067-2915  
TEL 424.204.4400  
FAX 424.204.4350  
www.ballardspahr.com

Michael S. Myers  
Tel: 602.798.5446  
Fax: 602.798.5595  
myersm@ballardspahr.com

March 3, 2023

*By FedEx*

Bed Bath & Beyond Inc.  
Attention: General Counsel  
650 Liberty Avenue  
Union, New Jersey 07083

Thomas J. Phillips, Esq.  
Brown Rudnick LLP  
One Financial Center  
Boston, Massachusetts 02111

Re: SECOND NOTICE OF DEFAULT ("Second Notice") -- Lease Agreement dated February 3, 2022 ("Lease"), by and between 209-261 Junction Road Madison Investors, LLC, a Delaware limited liability company ("Landlord") and Buy Buy Baby, Inc., a Delaware corporation ("Tenant") for the property located at 231 Junction Rd, Madison, WI 53717 (the "Premises") and Guaranty of Lease dated February 3, 2022 ("Guaranty") executed by Bed Bath & Beyond Inc., a New York corporation ("Guarantor")

---

Dear Sir/Madam:

As you know, this firm represents Landlord with respect to the above-referenced Lease and Guaranty. Any capitalized term used, but not defined, herein shall have the meaning set forth in the Lease and Guaranty.

**FURTHER NOTICE IS HEREBY GIVEN THAT DEFAULTS HAVE OCCURRED UNDER THE LEASE.**

As advised in Notice of Default dated January 3, 2023 (the "First Notice"), Tenant was in breach of the Lease due to the claim asserted by contractor TMS Construction, Inc. ("Contractor") related to amounts allegedly owed by Tenant to Contractor totaling \$1,175,816.05, as asserted by Contractor in the Notice of Intention to File Claim for Lien dated November 28, 2022. The assertion of this claim constituted a breach of the Mechanics' Lien Indemnification Agreement (Exhibit N) and the Lease. Because Tenant failed to pay the amounts claimed by the Contractor within thirty (30) days of the First Notice, there is an Event of Default under the Lease.

Furthermore, Tenant's failure to resolve the claim asserted by Contractor has led to the Contractor filing a lien against the Premises and Landlord's interest therein. On February 22, 2023, Contractor filed a lien claim with the Dane County Circuit Court, case number



Bed Bath & Beyond Inc.  
Thomas J. Phillips, Esq.  
March 3, 2023  
Page 2

2023CL000015. Tenant's failure to discharge the lien within thirty (30) days shall result in another Event of Default under the Lease. Lease, Section 23.2.

An Event of Default entitles Landlord to exercise any and all rights and remedies available to it under the Lease, at law or in equity, all without further notice or opportunity to cure (Lease, Section 16.1.2). This includes, without limitation, the right to terminate the Lease and sue for all accrued, unpaid Rent and any damages. Further, an Event of Default will entitle Landlord to exercise any and all rights and remedies under the Guaranty.

Landlord may not have identified each default or Event of Default presently existing under the Lease and Guaranty. Any failure or delay by Landlord in identifying such defaults or Events of Default, or exercising any right, power, or remedy under the Lease or Guaranty, at law or in equity, or any acceptance of partial performance or partial payment (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy; and (b) shall not be sufficient, by itself or together with any other action or inaction by Landlord, to establish a course of dealing or course of conduct by Landlord (with any such prior course of dealing or conduct, if any, hereby terminated).

Further, nothing contained in this Second Notice shall be construed to (i) limit the right of Landlord to receive any and all sums that are or may become due and payable pursuant to the Lease and Guaranty, or otherwise, including, without limitation, costs of collection (including reasonable attorneys' fees), default interest and late charges; (ii) waive any default or Event of Default under the Lease or Guaranty, whether or not known to Landlord; (iii) waive, limit, modify, prejudice or otherwise adversely affect any right, remedy, or power of Landlord under the Lease or Guaranty, by statute, at law, or in equity, all of which rights, remedies, and powers are expressly reserved; or (iv) waive, limit, modify, prejudice, or otherwise adversely affect any of the claims of Landlord against Tenant.

Sincerely,



Michael S. Myers

MSM/ms

-----  
2029 Century Park East, Suite 1400  
Los Angeles, CA 90067-2915  
TEL 424.204.4400  
FAX 424.204.4350  
www.ballardspahr.com

Michael S. Myers  
Tel: 602.798.5446  
Fax: 602.798.5595  
myersm@ballardspahr.com

March 3, 2023

*By FedEx*

Bed Bath & Beyond Inc.  
Attention: General Counsel  
650 Liberty Avenue  
Union, New Jersey 07083

Thomas J. Phillips, Esq.  
Brown Rudnick LLP  
One Financial Center  
Boston, Massachusetts 02111

Re: NOTICE OF DEFAULT ("Notice") -- Lease Agreement dated February 3, 2022 ("Lease"), by and between 209-261 Junction Road Madison Investors, LLC, a Delaware limited liability company ("Landlord") and Buy Buy Baby, Inc., a Delaware corporation ("Tenant") for the property located at 231 Junction Rd, Madison, WI 53717 (the "Premises") and Guaranty of Lease dated February 3, 2022 ("Guaranty") executed by Bed Bath & Beyond Inc., a New York corporation ("Guarantor")

---

Dear Sir/Madam:

As you know, this firm represents Landlord with respect to the above-referenced Guaranty. Any capitalized term used, but not defined, herein shall have the meaning set forth in the Lease and Guaranty.

**NOTICE IS HEREBY GIVEN THAT DEFAULTS HAVE OCCURRED UNDER THE GUARANTY.**

As advised in Notice of Default dated January 3, 2023 sent to Bed Bath & Beyond Inc. as Guarantor and on behalf of both Tenant (the "First Notice"), Tenant was in breach of the Lease due to the claim asserted by contractor TMS Construction, Inc. ("Contractor") related to amounts allegedly owed by Tenant to Contractor totaling \$1,175,816.05, as asserted by Contractor in the Notice of Intention to File Claim for Lien dated November 28, 2022. The assertion of this claim constituted a breach of the Mechanics' Lien Indemnification Agreement (Exhibit N) and the Lease. Because Tenant failed to pay the amounts claimed by the Contractor within thirty (30) days of the First Notice, there is an Event of Default under the Lease.

Bed Bath & Beyond Inc.  
Thomas J. Phillips, Esq.  
March 3, 2023  
Page 2

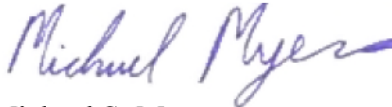
Furthermore, Tenant's failure to resolve the claim asserted by Contractor has led to the Contractor filing a lien against the Premises and Landlord's interest therein. On February 22, 2023, Contractor filed a lien claim with the Dane County Circuit Court, case number 2023CL000015. Tenant's failure to discharge the lien within thirty (30) days shall result in another Event of Default under the Lease. Lease, Section 23.2.

An Event of Default entitles Landlord to exercise any and all rights and remedies available to it under the Lease, at law or in equity, all without further notice or opportunity to cure (Lease, Section 16.1.2). This includes, without limitation, the right to terminate the Lease and sue for all accrued, unpaid Rent and any damages. Further, an Event of Default will entitle Landlord to exercise any and all rights and remedies under the Guaranty.

Landlord may not have identified each default or Event of Default presently existing under the Lease and Guaranty. Any failure or delay by Landlord in identifying such defaults or Events of Default, or exercising any right, power, or remedy under the Lease or Guaranty, at law or in equity, or any acceptance of partial performance or partial payment (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy; and (b) shall not be sufficient, by itself or together with any other action or inaction by Landlord, to establish a course of dealing or course of conduct by Landlord (with any such prior course of dealing or conduct, if any, hereby terminated).

Further, nothing contained in this Notice shall be construed to (i) limit the right of Landlord to receive any and all sums that are or may become due and payable pursuant to the Lease and Guaranty, or otherwise, including, without limitation, costs of collection (including reasonable attorneys' fees), default interest and late charges; (ii) waive any default or Event of Default under the Lease or Guaranty, whether or not known to Landlord; (iii) waive, limit, modify, prejudice or otherwise adversely affect any right, remedy, or power of Landlord under the Lease or Guaranty, by statute, at law, or in equity, all of which rights, remedies, and powers are expressly reserved; or (iv) waive, limit, modify, prejudice, or otherwise adversely affect any of the claims of Landlord against Tenant.

Sincerely,



Michael S. Myers

MSM/ms



-----  
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Michael S. Myers  
Tel: 602.798.5446  
Fax: 602.798.5595  
myersm@ballardspahr.com

January 3, 2023

*By FedEx*

Bed Bath & Beyond Inc.  
650 Liberty Avenue  
Union, New Jersey 07083  
Attention: General Counsel

Thomas J. Phillips, Esq.  
Brown Rudnick LLP  
One Financial Center  
Boston, Massachusetts 02111

Re: NOTICE OF DEFAULT (this "Notice") – Lease Agreement dated February 3, 2022 ("Lease"), by and between 209-261 Junction Road Madison Investors LLC, a Delaware limited liability company ("Landlord") and Buy Buy Baby, Inc., a Delaware corporation ("Tenant") and Guaranty of Lease dated February 3, 2022 ("Guaranty") executed by Bed Bath & Beyond Inc., a New York corporation ("Guarantor")

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Dear Sir/Madam:

This firm represents Landlord with respect to the above-referenced Lease. Any capitalized term used, but not defined, herein shall have the meaning set forth in the Lease and Guaranty.

**NOTICE IS HEREBY GIVEN THAT DEFAULTS HAVE OCCURRED UNDER THE LEASE AND GUARANTY.**

Section 23.2 of the Lease provides that Tenant shall discharge any lien against the Premises and/or Landlord's interest therein within thirty (30) days after notice of the filing thereof. Further, pursuant to the Mechanics' Lien Indemnification Agreement (Exhibit N to the Lease), Tenant indemnified and agreed to hold Landlord harmless from "any loss, payment, claim or expense as the result of mechanics and materialmen filing liens or otherwise making claims against Landlord's interest in the Premises and the Shopping Center based upon materials or services provided under contract with Tenant." "In the event that any mechanic, materialman or other claimant makes claim against the Premises or Shopping Center based upon materials or services provided under contract with Tenant, Tenant shall hold harmless and protect Landlord from any loss, payment, claim or expense related thereto." Mechanics' Lien Indemnification Agreement, Section 1. Pursuant to the Guaranty, Guarantor unconditionally and absolutely guaranteed the payment of all of Tenant's Monetary Lease Obligations under the Lease as well as the performance by Tenant of all of Tenant's Non-Monetary Lease Obligations. Guaranty, Section 2.

On or about November 28, 2022, Landlord receive a Notice of Intention to File Claim for Lien (the "Lien") from counsel for TMS Construction, Inc. relating to amounts allegedly owed by Tenant to TMS Construction, Inc. totaling \$1,175,816.05. On Friday, December 2, 2022 and Wednesday, December 14, 2022, Terry Delsman at CBRE, on behalf of Landlord, requested Tenant either pay this claim or bond around it, but Tenant has failed to do so—or even to respond to Landlord's requests. The failure to pay this amount or to bond around the Lien within thirty (30) days of this Notice shall constitute an Event of Default pursuant to Section 16.1.1 of the Lease. An Event of Default will entitle Landlord to exercise any and all rights and remedies available to it under the Lease, at law or in equity, all without further notice or opportunity to cure (Lease, Section 16.1.2). This includes, without limitation, the right to terminate the Lease and sue for all accrued, unpaid Rent and any damages. Further, an Event of Default will entitle Landlord to exercise any and all rights and remedies under the Guaranty.

Landlord may not have identified each default or Event of Default presently existing under the Lease and Guaranty. Any failure or delay by Landlord in identifying such defaults or Events of Default, or exercising any right, power, or remedy under the Lease or Guaranty, at law or in equity, or any acceptance of partial performance or partial payment (a) shall not operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power, or remedy; and (b) shall not be sufficient, by itself or together with any other action or inaction by Landlord, to establish a course of dealing or course of conduct by Landlord (with any such prior course of dealing or conduct, if any, hereby terminated).

Further, nothing contained in this Notice shall be construed to (i) limit the right of Landlord to receive any and all sums that are or may become due and payable pursuant to the Lease and Guaranty, or otherwise, including, without limitation, costs of collection (including reasonable attorneys' fees), default interest and late charges; (ii) waive any default or Event of Default under the Lease or Guaranty, whether or not known to Landlord; (iii) waive, limit, modify, prejudice or otherwise adversely affect any right, remedy, or power of Landlord under the Lease or Guaranty, by statute, at law, or in equity, all of which rights, remedies, and powers are expressly reserved; or (iv) waive, limit, modify, prejudice, or otherwise adversely affect any of the claims of Landlord against Tenant.

Sincerely,



Michael S. Myers

MSM/vlm



## Notice of Service of Process

null / ALL  
Transmittal Number: 25985540  
Date Processed: 12/02/2022

**Primary Contact:** Steven M. Kapiloff  
UBS Realty Investors LLC  
10 State House Sq  
Fl 15  
Hartford, CT 06103-3600

**Electronic copy provided to:** Laura Austin  
Wanda Fongemie  
Susan Engle

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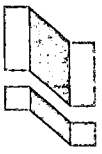
<b>Entity:</b>	209-261 Junction Road Madison Investors LLC Entity ID Number 3384279
<b>Entity Served:</b>	209-261 Junction Road Madison Investors LLC
<b>Title of Action:</b>	TMS Construction, Inc. vs. 231 Junction Rd., Madison, WI 53717
<b>Matter Name/ID:</b>	TMS Construction, Inc. vs. 231 Junction Rd., Madison, WI 53717 (13285898)
<b>Document(s) Type:</b>	Notice
<b>Nature of Action:</b>	Property
<b>Jurisdiction Served:</b>	Wisconsin
<b>Date Served on CSC:</b>	11/30/2022
<b>Answer or Appearance Due:</b>	30 Days
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Certified Mail
<b>Sender Information:</b>	Niebler, Pyzyk, Carrig, Jelenchick & Hanley LLP 262-251-5330

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)



**NIEBLER PYZYK**

Carrig, Jelenchick & Hanley LLP

John H. Niebler  
Robert G. Pyzyk  
James J. Carrig  
Joseph C. Niebler, Jr.

Matthew R. Jelenchick  
James B. Hanley  
James P. Riebe  
Rebecca A. Klongland

Rebecca A. Klongland  
rklongland@nieblerpyzyk.com

Chester J. Niebler (1915-1994)

November 28, 2022

209-261 Junction Road Madison Investors LLC  
c/o Corporation Service Company  
8040 Excelsior Drive, Suite 400  
Madison, WI 53717

**Via Certified Mail**

RE: Notice of Intention to File Claim for Lien  
231 Junction Rd., Madison, WI 53717

Dear Sir or Madam:

Enclosed please find a Notice of Intention to File Claim for Lien, on behalf of my client TMS Construction, Inc. TMS Construction, Inc. was hired to remodel the department store at the above stated address for Bed Bath & Beyond, Inc. and a Buy Buy Baby Store. Currently, TMS Construction, Inc. is owed \$1,175,816.05 on the project.

If payment is not made within 30 days, TMS Construction, Inc. will proceed with filing a lien on the property for the sums due and owing. If you should have any questions, please do not hesitate to contact me.

A courtesy copy of the Notice of Intention to File Claim for Lien has been provided to the Property Manager, Terry Delsman at CBRE, Inc.

Very truly yours,

NIEBLER, PYZYK, CARRIG, JELENCHICK & HANLEY LLP

Rebecca A. Klongland

Enclosure

Via Regular US Mail: CBRE, Inc.  
c/o Terry Delsman  
777 East Wisconsin Avenue, Suite 3150  
Milwaukee, WI 53202

Over 75 Years Commitment to Service

N94 W17900 Appleton Avenue, Suite 200, P.O. Box 444, Menomonee Falls, Wisconsin 53052-0444  
Office 262/251-5330 and 262/523-8000 [www.nieblerpyzyk.com](http://www.nieblerpyzyk.com) Fax 262/251-1823 and 262/523-8001

**PRIME CONTRACTOR\* NOTICE OF INTENTION TO FILE CLAIM FOR LIEN**

§779.06(2), Wis. Stats.

Date: November 28, 2022

One (1) copy of this Notice is being served on the Owner by: (check one)

- ☒ Registered mail, certified mail or by any other method of delivery where recipient makes written confirmation of receipt  
OR  
☐ Personal delivery

Owner Name: 209-261 Junction Road Madison Investors LLC c/o Corporation Service Company

Owner Address: 8040 Excelsior Drive, Suite 400  
Madison, WI 53717

**THE UNDERSIGNED PRIME CONTRACTOR, HAVING A CONTRACT DIRECTLY WITH YOU, PERFORMED, FURNISHED OR PROCURED LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR:**

The remodel of the department store at the below stated addresses including but not limited to providing the following:  
demo, exterior concrete, masonry, structural renovations, rough carpentry, counter tops, cabinetry, roofing, caulking,  
drywall, doors, acoustical ceiling, ceramic tile, carpet, interior paint, wall covering, dock equipment, fire sprinklers,  
plumbing, HVAC, electrical work, and final clean up.

(describe work performed)

**TO IMPROVE YOUR PROPERTY LOCATED AT: (CHECK AND COMPLETE AS APPLICABLE)**

☒ Address: 231 Junction Rd., Madison, WI 53717

☐ Legal Description: \_\_\_\_\_

☒ See attached.

**AND, AS OF THE DATE OF THIS NOTICE, IS OWED THE SUM OF \$ 1,175,816.05**

(balance due)

**IF PAYMENT IN FULL IS NOT RECEIVED WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS NOTICE, THE UNDERSIGNED PRIME CONTRACTOR INTENDS TO FILE A CLAIM FOR LIEN ON YOUR PROPERTY.**

Prime Contractor Name:

TMS Construction, Inc.

By: 

Authorized Agent Signature

Rebecca A. Klongland

Authorized Agent Print Name

Title: Attorney

Address: N94W17900 Appleton Avenue Ste 200  
Menomonee Falls, WI 50351

Telephone: 262-251-5330

\*"Prime Contractor" typically includes anyone, other than a laborer, who enters into a contract with an Owner of land to improve the land or takes over from a Prime Contractor the uncompleted contract. (See §779.01(2)(d), Wis. Stats.)



Legal Description of the Shopping Center

Parcel A

Lot 1, Certified Survey Map 7978, recorded October 06, 1995, in Volume 42 of Certified Survey Maps, pages 198-203, as Document No. 2709568, and corrected by Affidavit of Correction recorded October 19, 1995 in Volume 31117 of Records, Page 44, as Document No. 2712543, being a redivision of Lots 1,2, and 3 Junction Ridge Plat, and part of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 7 North, Range 8 East, all located in the Northeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin.

Parcel B

Appurtenant easements and rights benefiting Parcel A pursuant to that certain Operation and Easement Agreement recorded in the Dane County Register of Deeds Office in Vol. 31242 of Records, Page 11, as Document #2716113, as subsequently amended by that certain First Amendment to Operation and Easement Agreement recorded in the Dane County Register of Deeds Office as Document #2778057 and that certain Second Amendment to Operation and Easement Agreement recorded in the Dane County Register of Deeds' Office as Document #3343300.

Case 23-13359-VFP



**NIEBLER PYZYK**

Carrig, Jelenchick & Hanley LLP

N94 W17900 Appleton Ave. Suite 200

P.O. Box 444

Menomonee Falls, WI 53052-0444



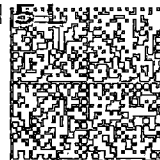
Exhibit 1 18 Page 166 of 166 WI 530



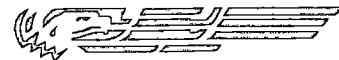
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28 NOV 2022PM 5

1/23 20:55:48 Desc



US POSTAGE (M) PITNEY BOWES



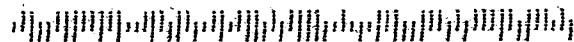
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\$ 007.82<sup>0</sup>

0001266760 NOV 28 2022

209-261 Junction Road Madison Investors LLC  
c/o Corporation Service Company  
8040 Excelsior Drive, Suite 400  
Madison, WI 53717

53717-291500



Database: RIVERROCKGRP	Aged Delinquencies	#8 - WARNER	Page: 1
	RiverRock REG	MARKETPLACE	Date: 7/20/2023
ENTITY: 718	Bristol Warner Investors LLC		Time: 04:12 PM
<b>EXHIBIT 15</b>		Period: 07/23	

Invoice Date	Category	Source	Amount	Current	1 Month	2 Months	3 Months	4 Months
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718-000319	<b>Bed, Bath and Beyond</b>	Master Occupant Id: 00000312-1			Day Due: 1	Delq Day: 10		
	Emily Ortiz	06530	Current		Last Payment:	7/3/2023	75,293.54	
	(908) 855-4174							

3/21/2023	PYC	Prior Year CAM	CH	4,724.79	0.00	0.00	0.00	4,724.79	0.00
4/1/2023	CAM	Common Area Maint	CH	6,937.49	0.00	0.00	0.00	6,937.49	0.00
4/1/2023	INS	Insurance	CH	1,889.23	0.00	0.00	0.00	1,889.23	0.00
4/1/2023	RNT	Monthly Rent	CH	33,406.39	0.00	0.00	0.00	33,406.39	0.00
4/1/2023	TAX	Taxes	CH	12,982.15	0.00	0.00	0.00	12,982.15	0.00
4/24/2023	LAT	Late Fee	CH	3,200.73	0.00	0.00	3,200.73	0.00	0.00
5/1/2023	RNT	Monthly Rent	CH	1,791.73	0.00	0.00	1,791.73	0.00	0.00

**TOTAL ADMIN \$4,992.46**

CAM	Common Area Maintenance	6,937.49	0.00	0.00	0.00	6,937.49	0.00
INS	Insurance	1,889.23	0.00	0.00	0.00	1,889.23	0.00
LAT	Late Fee	3,200.73	0.00	0.00	3,200.73	0.00	0.00
PYC	Prior Year CAM	4,724.79	0.00	0.00	0.00	4,724.79	0.00
RNT	Monthly Rent	35,198.12	0.00	0.00	1,791.73	33,406.39	0.00
TAX	Taxes	12,982.15	0.00	0.00	0.00	12,982.15	0.00

**Bed, Bath and Beyond Total: 64,932.51 0.00 0.00 4,992.46 59,940.05 0.00**

CAM	Common Area Maintenance	6,937.49	0.00	0.00	0.00	6,937.49	0.00
INS	Insurance	1,889.23	0.00	0.00	0.00	1,889.23	0.00
LAT	Late Fee	3,200.73	0.00	0.00	3,200.73	0.00	0.00
PYC	Prior Year CAM	4,724.79	0.00	0.00	0.00	4,724.79	0.00
RNT	Monthly Rent	35,198.12	0.00	0.00	1,791.73	33,406.39	0.00
TAX	Taxes	12,982.15	0.00	0.00	0.00	12,982.15	0.00

**ENTITY 718 Total: 64,932.51 0.00 0.00 4,992.46 59,940.05 0.00**

CAM	Common Area Maintenance	6,937.49	0.00	0.00	0.00	6,937.49	0.00
INS	Insurance	1,889.23	0.00	0.00	0.00	1,889.23	0.00
LAT	Late Fee	3,200.73	0.00	0.00	3,200.73	0.00	0.00
PYC	Prior Year CAM	4,724.79	0.00	0.00	0.00	4,724.79	0.00
RNT	Monthly Rent	35,198.12	0.00	0.00	1,791.73	33,406.39	0.00
TAX	Taxes	12,982.15	0.00	0.00	0.00	12,982.15	0.00

**Grand Total: 64,932.51 0.00 0.00 4,992.46 59,940.05 0.00**

ADMIN

## EXHIBIT 16

Aged Delinquencies Collections  
Urban Edge Properties  
RWO2 - Woodbridge II  
Bed Bath & Beyond #160  
Master Occupant ID: 000000695  
Period: 07/23

Invoice Date	Category	Category Description	Transaction Description	Amount	Current	1 Month	2 Months	3 Months	4 Months	Additional Description
2/21/2023	TTT	Real Estate Tax	Estimate Reconciliation	50,010.12	0.00	0.00	0.00	0.00	50,010.12	
3/22/2023	CAM	CAM	Recovery Reconciliation 12/22	(2,583.69)	0.00	0.00	0.00	0.00	(2,583.69)	
4/19/2023	CAM	CAM	Over Payment CAM Apr'23	(631.57)	0.00	0.00	0.00	(631.57)	0.00	
5/1/2023	TTT	Real Estate Tax	AUTOCHRG @T7/31/2023 @R	50,010.12	0.00	0.00	50,010.12	0.00	0.00	Rate Change: 50,010.12 to 50,010.12
Bed Bath & Beyond #160 Total:				96,804.98	0.00	0.00	50,010.12	(631.57)	47,426.43	POST-PETITION TAX BILLING OUTSTANDING

## EXHIBIT 17

Aged Delinquencies Collections  
Urban Edge Properties  
RWO2 - Woodbridge II  
Buy Buy Baby #3130  
Master Occupant ID: 000000696  
Period: 07/23

Invoice Date	Category	Category Description	Transaction Description	Amount	Current	1 Month	2 Months	3 Months	4 Months	Additional Description
2/21/2023	TTT	Real Estate Tax	Estimate Reconciliation	32,056.48	0.00	0.00	0.00	0.00	32,056.48	
3/22/2023	CAM	CAM	Recovery Reconciliation 12/22	(1,656.15)	0.00	0.00	0.00	0.00	(1,656.15)	
4/1/2023	BRR	Base Rent - Retail	AUTOCHRG @T4/30/2023	22,641.54	0.00	0.00	0.00	22,641.54	0.00	
4/1/2023	CAM	CAM	AUTOCHRG @T4/30/2023 @R	3,168.50	0.00	0.00	0.00	3,168.50	0.00	Rate Change: 4,872.73 to 4,320.68
4/1/2023	OTR	Tenant Trash Removal	AUTOCHRG @T4/30/2023	486.41	0.00	0.00	0.00	486.41	0.00	
5/1/2023	TTT	Real Estate Tax	AUTOCHRG @T7/31/2023 @R	7,749.91	0.00	0.00	7,749.91	0.00	0.00	Rate Change: 32,056.48 to 32,056.48
Buy Buy Baby #3130 Total:				64,446.69	0.00	0.00	7,749.91	26,296.45	30,400.33	POSTPETITION ADMINISTRATIVE CLAIM
Plus, April Stub Rent				7,012.39						
TOTAL ADMIN				14,762.30						

## **EXHIBIT 18**

Aged Delinquencies Collections  
Urban Edge Properties  
RTOT - Totowa  
Bed Bath & Beyond #477  
Master Occupant ID: RTOT10A  
Period: 07/23

Invoice Date	Category	Category Description	Transaction Description	Amount	Current	1 Month	2 Months	3 Months	4 Months	Additional Description	
3/17/2023	CAM	CAM	Recovery Reconciliation 12/22	2,277.09	0.00	0.00	0.00	0.00	2,277.09		
4/1/2023	CAM	CAM	AUTOCHRG @T4/30/2023 @R	556.62	0.00	0.00	0.00	556.62	0.00	Rate Change: 18,828.18 to 19,587.21	
5/1/2023	TTT	Real Estate Tax	AUTOCHRG @T7/31/2023 @R	23,895.57	0.00	0.00	23,895.57	0.00	0.00	Rate Change: 98,840.76 to 98,840.76	POSTPETITION ADMINISTRATIVE CLAIM
Bed Bath & Beyond #477 Total:				26,729.28	0.00	0.00	23,895.57	556.62	2,277.09		
Plus, April Stub				148.432							
TOTAL ADMIN				24,044.00							